

ANNE ARUNDEL COUNTY, MARYLAND

**UNIFORM COMMERCIAL CODE  
FINANCING STATEMENTS**

E. Aubrey Collison  
CLERK OF THE CIRCUIT COURT

CAMERA: Shirley Grizzel

**LIBER**

**501**



RECORD: FINANCING STATEMENT RECORDS OF  
ANNE ARUNDEL COUNTY, MARYLAND

FINANCING STATEMENT

June 19, 1986

Debtor:

PNJ PARTNERSHIP,  
a Maryland general partnership

Address:

c/o 1200 Annapolis Road  
Odenton, Maryland 21113

Secured Party:

MARYLAND NATIONAL BANK,  
a national banking association

10 Light Street  
P. O. Box 987  
Baltimore, Maryland 21203  
Attention: Real Estate and Mortgage  
Banking Department

RECORDED FEE 16.00  
POSTAGE .50  
JUL 21 1986 0345 R01 T12:44  
JUL 21 86

The appropriate amount of recordation taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan. Therefore, pursuant to Article 81, § 277, et seq., of the Annotated Code of Maryland, as amended, this Financing Statement is not subject to the payment of any recordation taxes to the Maryland State Department of Assessments and Taxation.

1. This Financing Statement covers the following:

(a) All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, building materials, furniture, fixtures and articles of personal property of every kind and nature whatsoever as are now or hereafter located in or upon, contained in or upon, attached to or used or usable in connection with any present or future operation on that certain parcel of land (and any and all improvements thereon, whether now existing or hereafter constructed) located in ANNE ARUNDEL County, Maryland, and described in that certain Deed of Trust of even date herewith from Debtor to Stephen F. Beckenholdt and Lawrence J. Grady, Jr., Trustees, with such parcel of land being more particularly described in Exhibit "A" attached hereto and made a part hereof by reference ("Premises"); and

(b) All earnings, revenues, rents, issues, profits and other income of and from the Premises and the aforesaid collateral, including, but not limited to, all accounts receivable in respect of any and all leases executed by the Debtor for the Premises, or any part or parcel thereof, whether said accounts receivable are currently in existence or are hereafter created, together with all of the proceeds thereof.

16  
2

1986 JUL 21 PM 2:39  
E. AUBREY COLLISON  
CLERK

2. Proceeds of all of the foregoing collateral are covered by this Financing Statement.

3. This Financing Statement does not cover any trade fixtures, consumable goods, inventory or other personal property owned by bona fide tenants of the Debtor occupying the Premises, or any portion thereof, if any such tenants have the right to remove the same at or before the expiration of the term of their leases.

WITNESS:

DEBTOR:

PNJ PARTNERSHIP,  
a Maryland general partnership

Donna M. Manuel By: [Signature] [SEAL]  
Nancy H. Chu,  
Authorized General Partner

Donna M. Manuel By: [Signature] [SEAL]  
Peter L. Chu,  
Authorized General Partner

Donna M. Manuel By: [Signature] [SEAL]  
Joseph Pang (formerly legally  
known as Joseph Pangkee, Jr.),  
Authorized General Partner

FILING OFFICER: After filing, please return to:

Thomas M. Dietz, Esquire  
Linowes and Blocher  
8720 Georgia Avenue, Fifth Floor  
P. O. Box 8728  
Silver Spring, Maryland 20907

The land referred to [REDACTED] is located in the County of Anne Arundel  
State of Maryland and described as follows:

BEING all those lots of ground situate in the Fifth Assessment District of Anne Arundel County, being Lots 27 and 28, Block 6, on the Plat of John K. Culver's Subdivision #2 of Brooklyn Park, said plat being recorded among the Plat Records of Anne Arundel County in Plat Cabinet 2, Rod C-5, Plat No. 132, now recorded in Plat Book 14, folio 26.

Mailed to Secured Party

Exhibit "A"  
(Property Description)

FINANCING STATEMENT

262836

1. Name of Debtor: ANNAPOLIS COMMERCE PARK  
 Address: LIMITED PARTNERSHIP  
 C/O Mr. Peter C. Gabardini, Jr.  
 910 F Bestgate Road  
 Annapolis, Maryland 21401

2. Name of Secured Party: EQUITABLE BANK, NATIONAL  
 Address: ASSOCIATION  
 100 South Charles Street  
 Baltimore, Maryland 21201  
 Attn: William E. Eyring, Vice President

RECORD FEE 11.00  
 POSTAGE 50  
 #16417 0345 R01 114:15  
 JUL 21 86

3. This Financing Statement covers the following types (or items) of property.

(a) The interest of the Debtor in all of the materials, machinery, apparatus, equipment, carpets, building materials, fittings, fixtures, office furniture, furnishings, appliances and other goods, chattels and personal property of every kind and nature whatsoever, at any time located on the Mortgaged Property (as hereinafter defined), or used in connection with the present or future operation of the Mortgaged Property or any improvements thereon, and now owned or hereafter acquired by Debtor, including but not limited to, all heating, lighting, incinerating and power equipment, engines, pipes, pumps, tanks, motors, conduits, switchboards, refrigerators, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, ventilating, and communications apparatus, cooling, refrigerating and freezing equipment, air-cooling and air-conditioning apparatus, elevators, escalators, partitions, ducts and compressors, and all renewals or replacements thereof or articles in substitution therefor. The term "Mortgaged Property" as used in this Financing Statement means that certain real property located in Anne Arundel County, Maryland and more particularly described in Exhibit A attached hereto and in a Deed of Trust dated as of July 17, 1986, from the Debtor to Willilam E. Eyring, Jr. and Richard T. McCarter, trustees, which Deed of Trust was recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland contemporaneously with the filing of this Financing Statement.

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RECEIVED FOR RECORD  
CLERK COURT ANNE ARUNDEL COUNTY



1986 JUL 21 PM 2:41

E. AUBREY COLLISON  
CLERK

(b) All of the Debtors' right, title and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all leases executed by the Debtors, as lessor, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

(c) All of the Debtor's right, title, and interest in and to, including, without limitation, all of the Debtor's accounts and general intangibles arising out of or in connection with, any and all contracts of sale executed by the Debtor, as seller, of all or any part of the Mortgaged Property or any improvements thereon, whether now or hereafter executed, and the proceeds thereof.

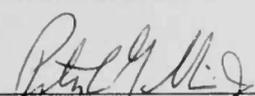
(d) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including but not limited to, all rights to insurance and condemnation proceeds.

4. Proceeds and products of the collateral are also covered.

5. The Debtors certify that no recordation tax is due in connection with the filing of this Financing Statement.

Debtor:

ANNAPOLIS COMMERCE PARK LIMITED  
PARTNERSHIP

By:  (SEAL)  
Peter C. Gabardini, Jr.  
Managing General Partner

DATED: July 17, 1986

Mr. Clerk: Return to Carol M. Seydel  
Piper & Marbury  
1100 Charles Center South  
36 South Charles Street  
Baltimore, Maryland 21201

PLEASE RECORD WITH:

State Department of Assessments and Taxation  
 Anne Arundel County Land Records  
 Anne Arundel County Financing Statement Records

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$ \_\_\_\_\_ in connection with the filing of the Deed of Trust described below in the Land Records of \_\_\_\_\_ County, Maryland.

5. Debtor(s) Name(s):

Alan R. Weitzman  
Day W. Weitzman  
Richard A. James  
Elizabeth G. James

Address(es):

7474 Greenway Center Drive  
Greenbelt, Maryland 20770

RECORD FEE 14.00  
POSTAGE .50  
#110026 0345 R01 T14:30  
JUL 21 86

6. Secured Party:

MARYLAND NATIONAL BANK  
Attention: M. John Miller, Vice President

Address: Real Estate and Mortgage Division

~~XXXXXX~~ 6001 Montrose Road  
~~XXXXXX~~ Suite 405  
~~Baltimore, Maryland 21202~~ Rockville, Md. 20852

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 21, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

[Signature] (SEAL)  
Alan R. Weitzman

[Signature] (SEAL)  
Day W. Weitzman

[Signature] (SEAL)  
Richard A. James

[Signature] (SEAL)  
Elizabeth G. James

Secured Party:  
MARYLAND NATIONAL BANK

By: [Signature] (SEAL)

M. John Miller, Vice President

Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.



1450

1986 JUL 21 PM 2:24  
RECORDED  
INDEXED

PROPERTY DESCRIPTION

BOOK 501 PAGE 07 Exhibit A

ALL that parcel or parcels of real property located in the County of Anne Arundel (6th Election District), State of Maryland, and more particularly described as follows:

ALL that lot of ground situate in Anne Arundel County, the improvements thereon being known as 50, 52 and 54 Maryland Avenue, Annapolis; BEGINNING on the northwest line of Maryland Avenue 60 feet westerly from the intersection of Maryland Avenue and Prince George Street and running thence with the line of Maryland Avenue southwesterly 30 feet, thence northwesterly 90 feet, thence northeasterly 30 feet, thence southeasterly 90 feet to the place of beginning.

Mid-Maryland Title Co., Inc.  
P.O. Box 591  
Mail to Annapolis, MD 21404-0591

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 100,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Cal-Con Partnership

P.O. Box 507  
Severna Park, MD 21146

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1986 CATERPILLAR SER. # 44Z00530, MODEL 953LGP

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORDING FEE 11.00  
RECORDING TAX 700.00  
INSTANCE 2.00  
TOTAL 713.00  
JUL 21 1986

Debtor (or Assignor)

BY *[Signature]*  
Cal-Con Partnership

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mail to



RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 JUL 21 PM 4:03

E. AUBREY COLLISON  
CLERK

1100  
700.00  
JD



including all equipment installed or to be installed and used in the operation of the buildings and appurtenant facilities erected or to be erected in or upon the said land, and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land;

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law as well as in equity, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any proceeding or purchase in lieu thereof, of the whole or of any part of the herein described land; and

(c) All documents, instruments, general intangibles, chattel paper, contract rights (including contracts for the sale of the property) and accounts now owned or hereafter acquired by the Debtor as such property may from time to time exist, together with all modifications, accessions and substitutions therefor and proceeds therefrom.

4. The aforesaid items are included as security in a Deed of Trust, Assignment of Rents and Security Agreement given by Debtor to Michael E. Williams and Raymond E. Schlissler, Trustees, and recorded or intended to be recorded among the land records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to Provident Bank of Maryland (the "Bank").

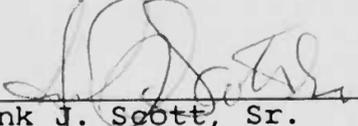
5. Proceeds of collateral are covered hereunder.

6. The land consists of a parcel of land containing approximately 86.94+ acres of land more particularly described in Exhibit A attached hereto, the approximately 13.251 acres of land more particularly described in Exhibit A-1 attached hereto and the approximately 9.01 acres of land more particularly described in Exhibit A-2 attached hereto.

7. This financing statement secures in part the payment of principal, interest and premium on a \$770,000 loan from the Bank to the Debtor of even date herewith.

Debtor:

WATER OAK FOREST CORPORATION  
a Maryland corporation

By:  (SEAL)  
Frank J. Scott, Sr.  
President

Dated: June 30, 1986

CLERK: After recording, please return to:

Jeffrey P. McCormack, Esquire  
Semmes, Bowen & Semmes  
10 Light Street  
Baltimore, Maryland 21202

ANAREX, INC.  
DEVELOPMENT SERVICES  
ENGINEERS - SURVEYORS  
EXPEDITORS - PLANNERS  
503 RITCHIE HIGHWAY SUITE 1E  
SEVERNA PARK, MARYLAND 21146-2996

June 27, 1986

**Exhibit A**

DESCRIPTION OF 101.721 ACRES, OF LAND  
WATER OAK FOREST, SECTION ONE  
VOELKER-VOGT ENTERPRISES  
THIRD DISTRICT  
ANNE ARUNDEL COUNTY, MARYLAND

PARCEL 1:

BEGINNING FOR THE SAME on the East side of Water Oak Point Road, 50 foot wide, at a point marking the Northernmost corner of the "Reserved Parcel" as shown on the plat of Water Oak Forest, Section One, Plat Two, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 96, Page 40; thence leaving said point of beginning,

- 1) North 73 degrees 45 minutes 44 seconds West 9.69 feet to the East side of existing Water Oak Point Road, 30 feet wide; thence running with and binding thereon,
- 2) North 19 degrees 28 minutes 50 seconds East 80.86 feet,
- 3) North 19 degrees 16 minutes 00 seconds East 382.21 feet,
- 4) North 15 degrees 58 minutes 28 seconds East 70.16 feet,
- 5) North 04 degrees 09 minutes 41 seconds East 50.37 feet,
- 6) North 09 degrees 10 minutes 10 seconds West 49.47 feet,
- 7) North 21 degrees 06 minutes 50 seconds West 52.04 feet,
- 8) North 33 degrees 17 minutes 38 seconds West 53.67 feet,
- 9) North 49 degrees 01 minute 53 seconds West 52.09 feet,
- 10) North 60 degrees 40 minutes 08 seconds West 66.09 feet,
- 11) North 61 degrees 33 minutes 31 seconds West 64.61 feet,
- 12) North 52 degrees 27 minutes 50 seconds West 47.97 feet,
- 13) North 41 degrees 32 minutes 12 seconds West 46.33 feet,
- 14) North 30 degrees 22 minutes 19 seconds West 45.90 feet,
- 15) North 20 degrees 37 minutes 22 seconds West 11.35 feet,

Description of Water Oak Forest,  
Section One  
June 27, 1926

- 16) North 10 degrees 42 minutes 38 seconds West 46.53 feet,
- 17) North 04 degrees 23 minutes 41 seconds West 68.32 feet,
- 18) North 32 degrees 11 minutes 13 seconds West 196.28 feet,  
and
- 19) North 01 degree 32 minutes 50 seconds West 197.14 feet to  
a point; thence running with and binding along the boundary  
line of the Lester S. Holtz land, the Deed of which is re-  
corded in Liber 3342, Folio 170,
- 20) South 56 degrees 41 minutes 00 seconds East 460.20 feet,
- 21) North 35 degrees 30 minutes 43 seconds East 299.58 feet,  
and
- 22) North 57 degrees 15 minutes 51 seconds East 407.27 feet,  
to the shore line of Tar Cove; thence running with and  
binding thereon,
- 23) South 34 degrees 02 minutes 55 seconds East 59.77 feet,
- 24) South 46 degrees 28 minutes 53 seconds East 80.61 feet,
- 25) South 62 degrees 44 minutes 21 seconds East 67.27 feet,
- 26) South 35 degrees 57 minutes 23 seconds East 63.70 feet,
- 27) South 64 degrees 46 minutes 48 seconds East 60.05 feet,
- 28) South 37 degrees 26 minutes 43 seconds East 72.62 feet,
- 29) South 46 degrees 56 minutes 20 seconds East 271.87 feet,
- 30) South 07 degrees 00 minutes 23 seconds East 120.10 feet,

Description of Water Oak Forest,  
Section One,  
June 27, 1986

- 31) South 42 degrees 58 minutes 40 seconds East 70.05 feet,
- 32) South 81 degrees 15 minutes 30 seconds East 173.72 feet,
- 33) South 71 degrees 25 minutes 29 seconds East 60.36 feet,
- 34) South 59 degrees 44 minutes 24 seconds East 74.82 feet,
- 35) South 39 degrees 54 minutes 50 seconds West 16.00 feet,
- 36) South 79 degrees 00 minutes 45 seconds West 27.31 feet,
- 37) North 72 degrees 43 minutes 10 seconds West 26.33 feet,
- 38) South 25 degrees 18 minutes 22 seconds West 53.38 feet,
- 39) South 25 degrees 55 minutes 47 seconds East 98.95 feet,
- 40) South 08 degrees 14 minutes 44 seconds West 92.29 feet,
- 41) South 26 degrees 03 minutes 10 seconds East 159.04 feet,
- 42) South 40 degrees 49 minutes 20 seconds East 51.34 feet,
- 43) South 64 degrees 43 minutes 02 seconds East 66.06 feet,
- 44) North 57 degrees 30 minutes 14 seconds East 41.76 feet,
- 45) South 59 degrees 36 minutes 45 seconds East 135.26 feet,  
to a joint; thence leaving Tar Cove and running with and  
binding along the boundary of the Charles E. White land,  
the Decd of which is recorded among the Land Records of  
Anne Arundel County, Maryland in Liber 240, Folio 324,
- 46) South 27 degrees 02 minutes 40 seconds West 172.44 feet,

Description of Water Oak Forest,  
Section One,  
June 27, 1986

- 47) South 11 degrees 16 minutes 40 seconds West 227.00 feet,
- 48) South 04 degrees 46 minutes 40 seconds West 85.00 feet,
- 49) South 24 degrees 39 minutes 40 seconds West 152.00 feet,
- 50) North 57 degrees 43 minutes 19 seconds West 30.00 feet,
- 51) South 24 degrees 40 minutes 40 seconds West 161.11 feet,
- 52) South 19 degrees 39 minutes 40 seconds West 263.35 feet,
- 53) South 16 degrees 43 minutes 40 seconds West 182.70 feet,
- 54) South 07 degrees 02 minutes 40 seconds West 145.00 feet,  
and
- 55) South 03 degrees 05 minutes 40 seconds West 111.36 feet to  
the North side of Water Oak Point Road; thence running with  
and binding thereon,
- 56) North 35 degrees 17 minutes 30 seconds West 122.31 feet,
- 57) North 43 degrees 35 minutes 40 seconds West 51.41 feet,
- 58) North 51 degrees 03 minutes 50 seconds West 51.58 feet,
- 59) North 60 degrees 30 minutes 30 seconds West 76.64 feet,  
and
- 60) North 71 degrees 09 minutes 50 seconds West 151.40 feet  
to a point; thence leaving said road and running,
- 61) North 10 degrees 51 minute 35 seconds East 9.74 feet to a  
point marking the Southernmost corner of Lot 1, Water Oak  
Forest, Section One, Plat Two, recorded among the Plat  
Records in Plat Book 96, Page 48; thence running with and  
binding along the boundary of said plat,

500

Description of Water Oak Forest,  
Section One,  
June 27, 1936

- 62) North 18 degrees 51 minutes 35 seconds East 323.00 feet,
- 63) North 71 degrees 08 minutes 25 seconds West 907.87 feet,
- 64) North 19 degrees 14 minutes 15 seconds East 45.33 feet,  
and
- 65) North 70 degrees 45 minutes 44 seconds West 253.00 feet  
to the point of beginning.

Containing in all 61.28 acres of land, more or less.

PARCEL 2:

BEGINNING FOR THE SECOND on the south side of Water Oak Point Road, 50-foot wide, at a point marking the Eastern-most corner of "Reserved Parcel C" as shown on the plat of Water Oak Forest, Section One, Plat One, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 93, Page 38; thence leaving said point of beginning,

- 1) North 18 degrees 56 minutes 58 seconds East 19.23 feet to the South side of existing Water Oak Point Road 30-foot wide; thence running with and binding thereon,
- 2) South 71 degrees 09 minutes 49 seconds East 109.36 feet,
- 3) South 62 degrees 50 minutes 40 seconds East 189.99 feet,
- 4) South 35 degrees 15 minutes 51 seconds East 142.21 feet,
- 5) South 65 degrees 19 minutes 51 seconds East 158.33 feet,  
and
- 6) South 04 degrees 10 minutes 10 seconds West 213.73 feet to a point; thence running with and binding along the boundary of land of George and Betty Morgan, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 1579, Folio 121,

Description of Water Oak Forest,  
Section One  
June 27, 1986

- 7) North 71 degrees 06 minutes 20 seconds West 532.30 feet,  
and
- 8) North 18 degrees 55 minutes 59 seconds East 451.30 feet to  
the point of beginning.

Containing in all 4.68 acres of land, more or less.

PARCEL 3:

BEGINNING FOR THE THIRD on the West side of Water Oak Point Road, 30-foot wide, at a point marking the Southernmost boundary line of the land of George and Betty Morgan, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 1579, Folio 121; thence leaving said point and running with and binding along said road,

- 1) South 03 degrees 55 minutes 21 seconds East 675.03 feet to a point; thence leaving said road, and running with and binding along the North boundary of the land of Linda L. Kennedy, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 2783, Folio 241,
- 2) South 89 degrees 19 minutes 36 seconds West 199.85 feet,  
and
- 3) South 03 degrees 54 minutes 41 seconds East 37.09 feet to a point; thence running with and binding along the boundary of the land of Charles W. Bond, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 2057, Folio 527 and Liber 2809, Folio 265,
- 4) South 89 degrees 26 minutes 06 seconds West 967.30 feet to a point; thence running with and binding along the boundary of the land of Howard L. Hipp, the Deed of which is recorded among the Land Records of Anne Arundel County, Maryland in Liber 3003, Folio 059,

Description of Water Oak Forest,  
Section One  
June 27, 1986

- 5) North 10 degrees 34 minutes 44 seconds West 655.51 feet to the boundary of Water Oak Forest, Section One, Plat One recorded among the Plat Records in Plat Book 93, Page 38; thence running with and binding thereon,
- 6) South 74 degrees 27 minutes 40 seconds East 127.74 feet,
- 7) North 30 degrees 40 minutes 41 seconds East 477.09 feet,  
and
- 8) South 71 degrees 05 minutes 10 seconds East 200.30 feet to the aforesaid Morgan land; thence running with and binding thereon,
- 9) South 71 degrees 05 minutes 10 seconds East 728.81 feet to the point of beginning.

Containing in all 22.92 acres of land, more or less.

PARCEL 4:

FOURTH, being all of that parcel of land entitled "Reserved Parcel" as shown on the plat of Water Oak Forest, Section One, Plat Two, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 96, Page 48.

**Exhibit A-1** Containing in all 8.92 acres of land, more or less.

PARCEL 5:

FIFTH, being all of that parcel of land entitled "Reserved Parcel C" as shown on the plat of Water Oak Forest, Section One, Plat One, recorded among the Plat Records of Anne Arundel County, Maryland in Plat Book 93, Page 38.

Description of Water Oak Forest  
Section One  
June 27, 1986

Containing in all 7.808 acres of land, more or less, and is shown on a plat entitled "Water Oak Forest, Section One, Plat Three and Resubdivision of Lot 7, Section One, Plat Two," as lots 1, 2, 3 and 4 and "Reserved Parcel" (60,457 square feet), which plat is intended to be recorded among the Plat Records of Anne Arundel County, Maryland.

PARCEL 6:

SIXTH, being all of that parcel of land entitled "Reserved Parcel B" as shown on the aforesaid Plat One recorded in Plat Book 93, Page 38.

Containing in all 5.443 acres of land, more or less, and is shown on a plat entitled "Water Oak Forest, Section One, Plat Three and Resubdivision of Lot 7, Section One, Plat Two", as Lots 5 and 6 and the Recreation Area, intended to be recorded among the Plat Records of Anne Arundel County, Maryland.

EXHIBIT

A-2

PARCEL 1:

BEING KNOWN AND DESIGNATED as Lots 1, 2, 4, 5, 6, 7, 8 and 9, as shown on the Plat entitled "Water Oak Forest, Section One, Plat One", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 93, Page 38.

PARCEL 2:

BEING KNOWN AND DESIGNATED as Lots 1, 3, 5 and 7, as shown on the Plat entitled "Water Oak Forest, Section One, Plat Two", which Plat is recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 96, Page 48.

Mailed to Secured Party

262810

BOOK 501 PAGE 21

BJC6/23/86  
7/9/86  
WPC: Financing Stmt.

To Be Recorded In Financing  
Statement Records of  
Anne Arundel County,  
Maryland

Not Subject to  
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same indebtedness.

RECORD FEE 18.00  
POSTAGE 1.00  
TOTAL 19.00  
JUL 22 1986

FINANCING STATEMENT

This Financing Statement dated July 18, 1986, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- 1. Debtor: Address:  
 Airport Square XIV Company, c/o Dickinson-Heffner, Inc.  
 a Maryland general Box 8691  
 partnership BWI Airport  
Baltimore, Maryland 21240
  
- 2. Secured Party:  
 The Aetna Casualty and CityPlace  
 Surety Company Hartford, Connecticut 06156
  
- 3. This Financing Statement Covers:  
 (a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or pay-

1986 JUL 22 PM 3:59  
E. AUBREY COLLISON  
CLERK

18:00  
50

ments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with

respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the herein-after described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

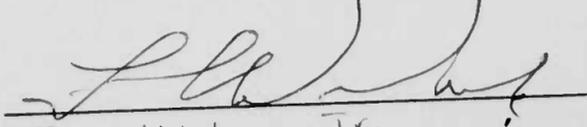
4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a Deed of Trust and Security Agreement of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing indebtedness owned by Debtor to The Aetna Casualty and Surety Company.

6. The real estate consists of a certain 4.6727+ acre parcel of land and the improvements thereon located in Anne Arundel County, Maryland, and more particularly described in Exhibit A attached hereto.

Debtor:

AIRPORT SQUARE XIV COMPANY

By: 

F.L. Wilson, Jr.  
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Donald L. Bradfield, Esquire, Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

BOOK 501 PAGE 24

EXHIBIT A

BEGINNING FOR THE SAME at a point on the northeast side of Winterson Road, said point being designated "585" on the plat entitled "Resubdivision Plat of Lot 4 & Lot 7 of Revised Plat of Resubdivision of a Part of Plat 2, Section 2 & Plat 1, Section 1, AIRPORT SQUARE TECHNOLOGY PARK", said plat being recorded among the Land Records of Anne Arundel County as Plat 5277, in Plat Book 102, Page 2, running thence and binding on the outline of Lot 14 as shown on said plat fifteen courses: (1) North 27 degrees 19 minutes 00 seconds West 22.61 feet to the southeast side of Nursery Road, thence binding on said southeast side eight courses: (2) North 16 degrees 01 minute 16 seconds East 4.84 feet, (3) North 48 degrees 57 minutes 03 seconds East 64.82 feet (4) North 21 degrees 34 minutes 48 seconds West 56.72 feet (5) northeasterly by a curve to the right with a radius of 11,384.17 feet for a distance of 268.38 feet, the chord of said arc being North 17 degrees 18 minutes 07 seconds East 268.37 feet (6) South 72 degrees 08 minutes 03 seconds East 10.00 feet (7) North 17 degrees 51 minutes 57 seconds East 40.00 feet (8) North 72 degrees 08 minutes 03 seconds West 10.00 feet and (9) North 17 degrees 51 minutes 57 seconds East 84.19 feet thence (10) South 72 degrees 19 minutes 00 seconds East 47.58 feet (11) South 39 degrees 00 minutes 00 seconds East 42.50 feet (12) southeasterly by a curve to the right with a radius of 215.00 feet for a distance of 262.14 feet, the chord of said arc being South 83 degrees 00 minutes 45 seconds East 246.20 feet (13) southeasterly by a curve to the left with a radius of 160.00 feet for a distance of 65.75 feet, the chord of said arc being South 59 degrees 51 minutes 25 seconds East 65.29 feet (14) South 17 degrees 41 minutes 00 seconds West 520.97 feet, to the northeast side of Winterson Road, thence binding on the northeast side (15) North 72 degrees 19 minutes 00 seconds West 369.00 feet to the place of beginning. Containing 4.6727 acres of land, more or less.

BEING Lot 14 as shown on the plat entitled "Resubdivision Plat of Lot 4 & Lot 7 of Revised Plat of Resubdivision Plat of a part of Plat 2 Section 2 & Plat 1, Section 1 AIRPORT SQUARE TECHNOLOGY PARK", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 102, folio 2.

TOGETHER with and subject to the rights of others to the "40' Easement for Use in Common", as shown on said Plat, the center line of which is the (14) South 17 degree 41 minute 00 second West 520.97 foot line of the parcel above described.

Mailed to Secured Party

1

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-9

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 486 FOLIO 461 ON July 2, 1985 (DATE)

1986 JUL 22 PM 4:00  
RECEIVED  
FILING OFFICER  
COLLISON

1. DEBTOR

Name: TECH PARK BUILDING I  
Address: P.O. BOX 8691, BALTIMORE-WASHINGTON INTERNATIONAL AIR-  
PORT, BALTIMORE, MARYLAND 21240

2. SECURED PARTY

Name: THE FIRST NATIONAL BANK OF MARYLAND  
Address: 83 FOREST PLAZA  
ANNAPOLIS, MARYLAND 21401 ATTENTION: RICHARD C. NETTLES  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK FORM OF STATEMENT	<input type="checkbox"/> A. Continuation The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> B. Partial Release From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input checked="" type="checkbox"/> C. Assignment The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: All property described in original statement	<input type="checkbox"/> D. Other: (Indicate whether amendment, termination, etc.)
	<input checked="" type="checkbox"/> E. TERMINATION STATEMENT [ ] This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.	

ASSIGNEE:

AETNA LIFE INSURANCE COMPANY  
CITY PLACE  
HARTFORD, CONNECTICUT 06156

Date: July 18, 1986

CR  
CLERK

THE FIRST NATIONAL BANK OF  
MARYLAND

By: Patricia A. Brian  
\_\_\_\_\_  
(Print Name)  
**PATRICIA A. BRIAN**  
\_\_\_\_\_  
VICE PRESIDENT  
(Print Title)

TO THE FILING OFFICER: After this statement has been recorded, please mail to Donald L. Bradford, Esq., Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

11.00  
50  
11.00  
JUL 22 1986

2

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 486 FOLIO 466 ON July 2, 1985 (DATE)

1986 JUL 22 PM 4:00  
CLERK

1. DEBTOR

Name: TECH PARK BUILDING II  
Address: P.O. BOX 8691, BALTIMORE-WASHINGTON INTERNATIONAL AIR-  
PORT, BALTIMORE, MARYLAND 21240

2. SECURED PARTY

Name: THE FIRST NATIONAL BANK OF MARYLAND  
Address: 83 FOREST PLAZA  
ANNAPOLIS, MARYLAND 21401 ATTENTION: RICHARD C. NETTLES  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><input type="checkbox"/> <b>A. Continuation</b> _____</p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><input type="checkbox"/> <b>B. Partial Release</b> _____</p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><input checked="" type="checkbox"/> <b>C. Assignment</b> _____</p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property: <u>All property described in original statement</u></p>	<p><input type="checkbox"/> <b>D. Other:</b> _____</p> <p>(Indicate whether amendment, termination, etc.)</p>
	<p><input type="checkbox"/> <b>E. TERMINATION STATEMENT</b> [ ]</p> <p>This statement of termination of financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.</p>	

RECORD FEE 11.00  
POSTAGE 50  
JUL 22 1986

ASSIGNEE:

AETNA LIFE INSURANCE COMPANY  
CITY PLACE  
HARTFORD, CONNECTICUT 06156

Date: July 18, 1986

THE FIRST NATIONAL BANK OF MARYLAND

By: Patricia A. Brian  
\_\_\_\_\_  
(Print Name)  
**PATRICIA A. BRIAN**  
**VICE PRESIDENT**  
\_\_\_\_\_  
(Print Title)

TO THE FILING OFFICER: After this statement has been recorded, please mail to Donald L. Bradford, Esq., Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

M. 9<sup>2</sup> 50

3

BOOK 501 PAGE 27

262841

BJC  
7/3/86  
WPC: Financing Stmt.

To Be Recorded In Financing  
Statement Records of  
Anne Arundel County, Md.

Not Subject to  
Recordation Tax

The appropriate amount of documentary stamps are affixed to a certain Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County and given as security for the same indebtedness.

RECORD FEE 24.00  
STAMP FEE 1.00  
TOTAL 25.00  
JUL 22 1986

FINANCING STATEMENT

This Financing Statement dated July 18, 1986, is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

- 1. Debtor:
 

Tech Park Building I a Maryland general partnership, and	Address: c/o Dickinson-Heffner, Inc. Box 8691 BWI Airport Baltimore, Maryland 21240
Tech Park Building II a Maryland general partnership	c/o Dickinson-Heffner, Inc. Box 8691 BWI Airport Baltimore, Maryland 21240
- 2. Secured Party:
 

Aetna Life Insurance Company	CityPlace Hartford, Connecticut 06156
------------------------------	--
- 3. This Financing Statement Covers:

CR  
CLERK

1986 JUL 22 PM 4:00  
E. AUBREY COLLISON  
CLERK

26-28  
7

(a) All leases and rents, income and profits due and becoming due, including, without limitation, all cash, security deposits, advance deposits, advance rentals and deposits or payments of a similar nature, from the hereinafter described real property.

(b) All tangible personal property now or at any time hereafter located on or at the hereinafter described real property or any part thereof, or used in connection therewith, whether now owned or hereafter acquired, including, but not limited to: all goods, machinery, tools, insurance proceeds, equipment (including fire sprinklers and alarm systems, air conditioning, heating, refrigerating, electronic monitoring, entertainment, recreational, window or structural cleaning rigs, maintenance, exclusion of vermin or insects, removal of dust, refuse or garbage and all other equipment of every kind), lobby and all other indoor and outdoor furniture (including tables, chairs, planters, desks, sofas, shelves, lockers and cabinets), wall beds, wall safes, furnishings, appliances (including ice boxes, refrigerators, fans, heaters, stoves, water heaters and incinerators), inventory, rugs, carpets and other floor coverings, draperies and drapery rods and brackets, awnings, window shades, venetian blinds, curtains, lamps, chandeliers, and other lighting fixtures and office maintenance and other supplies, and any and all renewals and replacements thereof and any substitutions for, or additions to, the same.

(c) The interest of Debtor in any and all (i) proceeds of insurance now or hereafter in effect with respect to the hereinafter described real property or any other property described in the Deed of Trust (hereinafter defined), and (ii) awards with respect to the taking by eminent domain, or by any proceeding or purchase in lieu thereof, of the whole or any part of the hereinafter described real property or any other property described in the Deed of Trust, including without limitation any awards resulting from a change of grade of streets and awards for severance damages.

4. Proceeds of collateral are covered hereunder.

5. The aforesaid items are included as security under a Deed of Trust pursuant to an Agreement of Confirmation, Consolidation, Modification, Spreading and Extension of even date herewith given by Debtor to David E. Belcher and Donald L. Bradfield, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing indebtedness owned by Debtor to Aetna Life Insurance Company.

6. The real estate consists of (i) a certain 4.1261 acre parcel

of land and the improvements thereon located in Anne Arundel County, Maryland owned by Tech Park Building I, and a certain 3.9637 acre parcel of land and the improvements thereon located in Anne Arundel County, Maryland, both as more particularly described in Exhibit A attached hereto.

Debtor:

TECH PARK BUILDING I

By: [Signature] (SEAL)  
(Print Name)  
General Partner

TECH PARK BUILDING II

By: [Signature] (SEAL)  
(Print Name)  
General Partner

To The Filing Officer: After this statement has been recorded, please mail the same to Donald L. Bradfield, Esquire, Semmes, Bowen & Semmes, 10 Light Street, Baltimore, Maryland 21202.

[Handwritten mark]

## EXHIBIT A

PARCEL ONE

BEGINNING FOR THE SAME at a point on the northeast side of International Drive, said point being designated "1114" on the plat entitled "Revised Plat of Resubdivision Plat of A Part of Plat 2, Section 2 & Plat 1, Section 1, AIRPORT SQUARE TECHNOLOGY PARK", said plat being recorded among the Land Records of Anne Arundel County as Plat 5176, in Plat Book 100, Page 01, running thence and binding on the outline of Lot 2A as shown on said plat (1) North 33 degrees 22 minutes 50 seconds West 28.28 feet to the southeast side of Aero Drive, thence binding thereon (2) North 11 degrees 37 minutes 10 seconds East 465.00 feet to the outline of the whole property of which this parcel is a part, thence binding on said outline as shown on said plat, and on the outline as shown on the plat entitled "Resubdivision Plat 2 of Section 1 AIRPORT SQUARE TECHNOLOGY PARK", said plat being recorded among the Land Records as Plat 5091 in Plat Book 98, page 16 (3) South 78 degrees 22 minutes 50 seconds East 371.00 feet, thence (4) South 11 degrees 37 minutes 10 seconds West 485.00 feet to the northeast side of International Drive, thence binding thereon (5) North 78 degrees 22 minutes 50 seconds West 351.00 feet to the place of beginning. Containing 4.1261 acres of land, more or less.

BEING Lot 2A, as shown on plat entitled "Revised Plat of Resubdivision Plat of a Part of Plat 2, Section 2 & Plat 1, Section 1, AIRPORT SQUARE TECHNOLOGY PARK", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 100, folio 01 and "Resubdivision Plat 2 of Section 1 AIRPORT SQUARE TECHNOLOGY PARK" which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 98, folio 16.

BOOK 501 PAGE 92

EXHIBIT A (CONTINUED)

PARCEL TWO

BEGINNING FOR THE SAME at a point on the northeast side of International Drive, said point being located South 78 degrees 22 minutes 50 seconds East 351.00 feet from the southeast end of the cutoff line connecting the northeast side of International Drive and the southeast side of Aero Drive, running thence and binding on the outline of Lot 2B as shown on the Plat entitled "Resubdivision Plat 2 of Section 1, AIRPORT SQUARE TECHNOLOGY PARK", said plat being recorded among the Land Records of Anne Arundel County as Plat 5091, in Plat Book 98, Page 16 (1) North 11 degrees 37 minutes 10 seconds East 485.00 feet to the outline of the whole property of which this parcel is a part, thence binding on said outline (2) South 78 degrees 22 minutes 50 seconds East 356.00 feet, thence (3) South 11 degrees 37 minutes 10 seconds West 485.00 feet to the northeast side of International Drive, thence binding thereon (4) North 78 degrees 22 minutes 50 seconds West 356.00 feet to the place of beginning.

BEING Lot 2B as shown on the plat entitled "Resubdivision Plat 2 of Section 1 AIRPORT SQUARE TECHNOLOGY PARK", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 98, folio 16.

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 33

Identifying File No. 262812

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Central Sound Communications Corp., dba Auto Systems Control
Address 800-801 Crain Highway, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Robert Bosch Corporation
Address 2800 South 25th Avenue, Broadview, Illinois 60153

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

- A. All of Debtor's inventory supplied by secured party including, without limitation, Bosch "Blaupunkt" brand car radios, speakers, antennas, equalizers and accessories.
B. Proceeds of the collateral are also covered.

RECORD FEE 12.00
MAY 23 11:07 AM '86

1986 JUL 23 AM 11:07
E. AUBREY COLLISON
CLERK

CLERK

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

CR CLERK

Mailed to Secured Party

(Signature of Debtor)

Bernard Dvorak, President
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

Warner Whitney, Credit Manager
Type or Print Above Signature on Above Line

Handwritten initials



BOOK 501 PAGE 34 262843

ORIGINAL OR SUBSEQUENT FINANCING STATEMENT

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO  YES  NAME OF RECORD OWNER: \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
(Print or Type All Information)

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

Index numbers of subsequent statements (For office use only)

Name & mailing address of all debtors, trade styles, etc. No other names will be indexed.

Alexandria Physician's Group, Ltd.  
8101 Hinson Farm Road  
Alexandria, Virginia 22306

Check the box indicating the kind of statement. Check only one box.

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECT
- AMENDMENT
- ASSIGNMENT (Date Original Filed \_\_\_\_\_)
- PARTIAL RELEASE OF COLLATERIAL
- TERMINATION

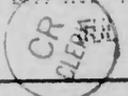
Name & address of Secured Party

Central Fidelity Bank  
8117 Leesburg Pike  
Vienna, VA 22180

Name & address of Assignee

RECORD FEE 11.00  
FILING FEE .50

1986 JUL 23 AM 11:08



Date of maturity if less than five years

- Proceeds of collateral are covered
- Products of collateral are covered

Description of collateral covered by original financing statement All equipment, machinery, and fixtures of Debtor, including but not limited to all automotive equipment, motor vehicles, fixtures, furniture, parts, tools, dies, accessories, attachments, supplies, substitutions, additions, accessions, and replacements thereto, now owned or hereafter acquired, which collateral is hereinafter collectively referred to as "Equipment". The aforementioned collateral will be located at 2005 West Street, Annapolis, Maryland 21401. The name of the company is One to One Personal Medical Care, P.C.

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

John P. McDade, President  
Signature of Debtor if applicable (Date) 7-17-86

Don M. Johnson, ANP  
Signature of Secured Party (Date) 7-17-86

Filed with:  STATE CORPORATION COMMISSION

CLERK OF Anne Arundel (Maryland) COURT

COM 127 (ORIG. 6/82)

Mailed to Secured Party

11/50

BOOK 501 PAGE 35

estate and give name of record owner.

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) State of Maryland, Administrative Office of the Courts-Judicial Information Systems 225-35 Hanover Street Annapolis, MD 21401	2. Secured Party(ies) and address(es) Municipal Leasing Corporation 8260 Greensboro Dr., Suite 225 McLean, VA 22102	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE 50 016920 0777 R01 108:48 JUL 23 86
---	--	--

4. This statement refers to original Financing Statement bearing File No. 258921 **490599**  
 Filed with Anne Arundel County Date Filed October 23 19 85

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Union-Tidewater Financial Company, Inc.  
 7 St. Paul Street  
 Baltimore, MD 21202

No. of additional Sheets presented: 0

By: \_\_\_\_\_ Municipal Leasing Corporation  
 Signature(s) of Debtor(s) (necessary only if Item 8 is applicable). By: *Ann M. [Signature]*  
 (1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3 Signature(s) of Secured Party(ies)

# 81-291 SCH 9

Mailed to Secured Party

RECORDED  
 1986 JUL 23 AM 11:36  
 E. AUBREY COLLISON  
 CLERK

BOOK 501 PAGE 36

256089



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Albert E. Winfield, III 521 Overhill Drive Edgewater, MD 21037		2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORDED BY 10.00 POSTAL 316972 6345 201 1983 JUL 23 1983 7/23/83
4. This statement refers to original Financing Statement bearing File No. 231675 468 313		Filed with Anne Arundel Co. Date Filed 11/23/83 19	
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.			

No. of additional Sheets presented:

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

BERKELEY FEDERAL SAVINGS & LOAN  
By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

Mailed to Secured Party

RECEIVED BY CLERK  
1986 JUL 23 AM 11:36  
E. AUBREY COLLISON  
CLERK

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Timothy P. Kilcullen 6803 Connecticut Avenue Chevy Chase, MD 20815	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORDED FEE 10.00 POSTAGE #16723 6345 R01 TOR JUL 23 1986 <i>clp</i>
4. This statement refers to original Financing Statement bearing File No. <u>? 470-497</u> Filed with <u>Anne Arundel Co.</u> Date Filed <u>2/10</u> 19 <u>84</u>		

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
 10.

No. of additional Sheets presented: \_\_\_\_\_

BERKELEY FEDERAL SAVINGS & LOAN

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).  
 By: *[Signature]* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3



Mailed to Secured Party

RECEIVED FOR RECORD  
 DEPT. OF COURT, E.A. COUNTY  
 1986 JUL 23 AM 11:36  
 E. AUBREY COLLISON  
 CLERK



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Francis C. Duvall, Marilyn J. Duvall & Donald W. Duvall 12402 Derbyshire Road Rockville, MD 20850	2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>250725 470-120</u> Filed with <u>Anne Arundel Co</u> Date Filed <u>2/2</u> 19 <u>84</u>		RECORD FEE 10.00 POSTAGE #16925 0345 R01 T064549 JUL 23 1984
5. <input type="checkbox"/> Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective. 6. <input checked="" type="checkbox"/> Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above. 7. <input type="checkbox"/> Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10. 8. <input type="checkbox"/> Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10. 9. <input type="checkbox"/> Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above. 10.		

No. of additional Sheets presented:

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] Signature(s) of Secured Party(ies)

BERKELEY FEDERAL SAVINGS & LOAN

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party

RECEIVED FOR RECORD  
 1986 JUL 23 AM 11:36  
 E. AUBREY COLLISON  
 CLERK





This **STATEMENT** is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Capella, Frederick C. Capella, Barbara L. 5431 Watercress Place Columbia, MA 21045		2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, N.J.	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office) RECORD FEE 10.00 POSTAGE .50 #16927 DT7 801 TOR 156 JUL 23 1986
4. This statement refers to original Financing Statement bearing File No. <u>2, 463-7</u>			9/18/86
Filed with <u>ANNE ARUNDEL CO</u> Date Filed <u>6/15</u> 19 <u>83</u>			

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

No. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] Signature(s) of Secured Party(ies)

BERKELEY FEDERAL SAVINGS & LOAN

STANDARD FORM - FORM UCC-3

(1) Filing Officer Copy - Alphabetical

Mailed to Secured Party



RECEIVED FOR RECORD  
 1986 JUL 23 AM 11:36  
 E. ABBEY COLLISON  
 CLERK



Financing Statement for Register of Deeds - Uniform Commercial Code		For Filing Officer
1 Debtor(s) (Last Name First) and Address(es) Lisbon & Madeira, Ltd. 4935 Nicholson Court Kensington, MD 20795	2 Secured Party and Address Empire Generator Corporation 8190 N11250 Carnegie Drive Germantown, Wisconsin 53022	RECORD FEE 10.00 POSTAGE .50 #16928 CTTT R01 T08:59 JUL 23 86 ASSIGNEE FEE 2.00 #16929 CTTT R01 T08:59 JUL 23 86 495-325
3 No. of Additional Sheets Presented:		
4 This Financing Statement covers the following types (or items) of Property (Collateral):  Empire Generator Set Model 75QDKW-8E for Cape St. Claire, Anne Arundel County, Maryland		
Proceeds of collateral are covered. Products of collateral are covered unless checked <input type="checkbox"/> If collateral is crops, the crops are growing or to be grown on:		5 Assignee of Secured Party and Address
<p style="text-align: center;"><b>TERMINATION STATEMENT</b></p> <p>This statement of termination of financing is presented to a filing officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above and requests the filing officer to terminate same of record. THE FEE FOR FILING THIS STATEMENT OF TERMINATION HAS BEEN PREPAID.</p> <p>Type/print name of Secured Party of Record <input checked="" type="checkbox"/> <u>Robert W. Timpkins VP</u></p> <p>Dated: <u>5-29</u>, 19<u>86</u> By: <u>Robert W. Timpkins VP</u></p> <p style="text-align: center;"><small>SIGNATURE OF SECURED PARTY OF RECORD, OR ITS REPRESENTATIVE, - TITLE NOT VALID UNTIL SIGNED</small></p> <p>(3) FILING OFFICER COPY—Acknowledgment and Termination—Filing Officer—Note file number, date, and hour of filing hereon and return to the person filing.</p>		



Mailed to Secured Party

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CLERK COURT, ANNE ARUNDEL COUNTY  
1986 JUL 23 AM 11:36  
E. AUBREY COLLISON  
CLERK



BOOK 501 PAGE 42

262811

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented: 3.  The Debtor is a transmitting utility.

1. Debtor(s) (Last Name First) and Address(es):  
 St. John's College  
 60 College Avenue  
 Annapolis, MD 21404  
 95-7273463-3

2. Secured Party(ies) Name(s) and Address(es):  
 WHK Leasing  
 220 Asharoken Avenue  
 Northport, NY 11768

4 For Filing Officer: Date, Time, No. Filing Office  
 RECORD FEE 11.00  
 #16933 DTW 107-02  
 JUL 23 86

5. This Financing Statement covers the following types (or items) of property:  
 IBM 5360-B23 s/n 36395  
 IBM 5219-D02 s/n 33694  
 IBM 5256-3 s/n ~~30503~~ 24507  
 Debtor has no power to sell or dispose of the collateral. NOT SUBJECT TO RECORDATION TAX  
 Products of the Collateral are also covered.

6. Assignee(s) of Secured Party and Address(es):  
 Long Island Trust Co., N.A.  
 11 Broadway  
 Hicksville, NY 11801  
 Industrial Finance Dept.

7.  The described crops are growing or to be grown on.\*  
 The described goods are or are to be affixed to.\*  
 The lumber to be cut or minerals or the like (including oil and gas) is on.\*  
 \*(Describe Real Estate Below)

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street	Town or City	County	Section	Block	Lot
--------------	--------------	--------	---------	-------	-----

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state.

ST. JOHN'S COLLEGE  
 By Jui Rhodes, Treasurer Signature(s) of Debtor(s)  
 WHK LEASING  
 By Mill H. Kelly, OWNER Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Numerical  
 (5/82) STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York



Mailed to Secured Party

RECEIVED FOR RECORD  
 COUNTY CLERK'S OFFICE

1986 JUL 23 AM 11:37

E. AUDREY COLLISON  
 CLERK

262815

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and Address(es)  
Stephen Jones Enterprises, Inc.  
752 Stenchcombe Road  
Severna Park, Maryland  
21146

2 Secured Party(ies) and Address(es)  
Washington Freightliner, Inc.  
4100 41st Street  
Brentwood, Maryland 20722

3 Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FE 11.00  
POSTAGE .50  
JUL 23 86  
JUL 23 86

4 This financing statement covers the following types (or items) of property:  
1 - 1986 Freightliner serial #1FVXYCY90GH288162  
1 - 1986 14' R/S Aluminum Body serial #86020221

5 Assignee(s) of Secured Party and Address(es)  
Associates Commercial  
Corporation  
P.O. Box A  
College Park, Md. 20740

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES  
CONTRACT SIGNED BY DEBTOR.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

STEPHEN JONES ENTERPRISES, INC.

WASHINGTON FREIGHTLINER, INC.

By: *[Signature]*  
Signature(s) of Debtor(s)

By: *[Signature]*  
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

1320756



Mailed to Secured Party

RECEIVED & RECORDED  
ANNE ARUNDEL COUNTY

1986 JUL 23 AM 11:37

E. AUBREY COLLISON  
CLERK

262816

BOOK 501 PAGE 44

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor Name and Address(es)  
TIMOTHY W. WICKHEISER  
DEBORAH A. WICKHEISER  
LOT 18 LYONS CREEK MH ESTATES  
LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)  
GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD ; #245  
WOODBIDGE, VA 22191

4 For Filing Officer Date Time No. Filing Office

5 This financing statement covers the following types (or items) of property  
1980 STANDARD COACH CO  
70 X 14 SERIAL # 7214497216054 + HOLLYWOOD COTTAGE  
"AND INCLUDING ALL ~~FURNITURE~~ FIXTURES, APPLIANCES, AND APPURTANANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL INVOICE AND/OR PRODUCTS OF THE COLLATERAL ARE ALSO COVERED

6 Assignee(s) of Secured Party and Address(es)  
RECORD FEE 12.00  
POSTAGE .50  
JUL 23 1986

7  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8 Describe Real Estate Here  This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No & Street	Town or City	County	Section	Block	Lot
10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)					
<input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or					
<input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or					
<input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction.					
<input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					
TIMOTHY W. WICKHEISER			DEBORAH A. WICKHEISER		
			GREEN TREE ACCEPTANCE INC.		

By Timothy W. Wickheiser Signature(s) of Debtor(s)

By Isabel Manfredi Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked.)

(3/83) (1) Filing Officer Copy - Numerical  
STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party

RECEIVED FOR RECORD  
SPRING COURT, VA. COUNTY

1986 JUL 23 AM 11:37

E. AUBREY COLLISON  
CLERK



501 PAGE 45

262817

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Comdisco, Inc.  
6400 Shafer Court  
Rosemont, IL 60018  
SL: 5292

2. Secured Party(ies) and address(es)  
FIRST FIDELITY BANK, N.A.,  
NEW JERSEY  
213 Washington  
Newark, NJ 07192  
ATTN: Leasing Dept.

3. Maturity date (if any):  
For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 13.00  
114936 0777 AM 109104  
JUL 23 86

4. This financing statement covers the following types (or items) of property:  
Specific Inventory of the Debtor, wherever located, as described on the attached exhibit leased by Debtor under Master Lease Agreement dated February 10, 1984 with respect to which financing has been provided by Secured Party to Debtor from time to time including all substitutions, additions and replacements thereto, together with all rental payments, insurance proceeds, other proceeds and payments due and to become due arising from or relating to the Equipment or the Master Lease Agreement with the Lessee as stated per the attached exhibit.

5. Assignee(s) of Secured Party and Address(es)

7-16

\*CSC--NO RECORDATION TAX

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:  
Anne Arundel County, MD

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Comdisco, Inc.  
By: Mike G. Calabrese  
Signature(s) of Debtor(s)

Manager  
MGR  
Title

First Fidelity Bank, N.A., New Jersey  
By: James A. Phillips  
Signature(s) of Secured Party(ies)  
Title: AVP  
(For Use In Most States)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM FORM UCC-1.

Mailed to Secured Party

RECEIVED FOR RECORDING  
ANNE ARUNDEL COUNTY  
1986 JUL 23 AM 11:37  
E. ABBEY COLLISON  
CLERK

18-SL05292-00  
18-P05313-00

# COMDISCO<sup>®</sup> CORPORATE LEASE LINE

BOOK 501 PAGE 48

INTERIM EQUIPMENT SCHEDULE to the MASTER AGREEMENT OF LEASE (No. M00190-E3) dated as of  
December 27, 19 83 (the "Lease").

LESSEE: Kay-Bee Toy & Hobby Shops, Inc

LESSOR COMDISCO, INC.

PAYING AGENT: First Security Bank of Utah, N.A.

Address for Invoicing:  
Route 102  
Lee, MA 01238

Address for Notices:  
6400 Shafer Court  
Rosemont, Illinois 60018  
Attention: Lease Line  
Processing Center  
Telephone No.: (312) 698-3000

Address for Remittances:  
P.O. Box 31822  
Salt Lake City, Utah 84131  
Attention: Remittance Processing Department

Attention Mr. James McPartland  
Telephone No. (413) 243-2000

Lessee Reference No.: \_\_\_\_\_  
(If any, P.O. No. for example)

### 1. ITEMS OF EQUIPMENT

The Lessee hereby represents and warrants that each Item of Equipment set forth and described below constituting the Equipment of this Interim Equipment Schedule, is new or used per the box checked below, has been delivered to the location indicated below, tested and inspected by the Lessee, found to be in good order and has been accepted as an Item of Equipment under the Lease, all on the Commencement Date. All initially capitalized terms shall have the meaning assigned to them in the Lease and this Interim Equipment Schedule. Lessor and Lessee agree that this Interim Equipment Schedule is effective from the Commencement Date hereof and shall remain in force until the expiration of the Initial Term unless extended pursuant to the terms of the Lease. Upon execution by Lessee, this Equipment Schedule shall constitute a Lease of the Equipment set forth herein in accordance with the terms of the Master Lease.

### 2. EQUIPMENT DESCRIPTION

Location: See Attachment (s) In City  Limited  Yes  No

Administrative Contact: Connie Cooper Telephone No.: (413) 243-2000

Multiple Location:  Yes  No (If yes, complete "Continuation Attachment" to show separate locations.)

Manufacturer: Post-Tron

ITEM NO.	QTY.	MACHINE TYPE	MODEL FEATURE	DESCRIPTION	SERIAL NO.	LESSOR'S COST
See Attachment (s)						

NEW EQUIPMENT - ITC TO LESSOR

NEW EQUIPMENT - ITC TO LESSEE

USED EQUIPMENT

APPLICABLE SALES OR USE TAX \$ \_\_\_\_\_  
(payable upon purchase)

TOTAL LESSOR'S COST \$ 1,023,211.00  
(include total(s) from all Continuation Attachments)

3. SALES/USE TAX: Will Sales or Use Tax be payable on rentals hereunder?  Yes  No (If no, attach direct pay permit or exemption certificate)

4. QUARTERLY RENT: \$ 62,440.43 ( 6.1024 % of Lessor's cost) 5. INITIAL TERM: 5 years

### 6. REPRESENTATIONS BY THE LESSEE

- (A) No Event of Default or event which, with the giving of notice or the lapse of time, or both, would become such an Event of Default has occurred and is continuing
- (B) There has been no material adverse change in the Lessee's financial condition from the date of the Lease.
- (C) Lessee hereby reaffirms all of the representations, warranties and covenants made by Lessee under the Lease and reaffirms all the terms and conditions of the Lease with respect to the Equipment leased hereunder.

### 7. PURCHASE DOCUMENTS

Attached hereto are complete purchase documents, including invoices, with respect to the Equipment (or such documents have been previously delivered to Lessor).

8. COMMENCEMENT DATE: April 1, 1986 (Initial Term Start: April 1, 1986)

Kay-Bee Toy & Hobby Shops, Inc.  
LESSEE (COMPANY NAME)

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

PLEASE SIGN ALL THREE COPIES.

BOOK 501 PAGE 47

18-SL05292-00

CLL EQUIPMENT LISTING

LOCATION ADDRESS  
KAY BEE TOY & HOBBY SHOPS INC  
7700 RICHIE WAY  
GLEN BURNIE MD 210610

*Anne Arundel*

LOCATION NUMBER 04834402

LINE NUMBER	MACH TYPE	MODEL FEATURE	DESCRIPTION	SERIAL NUMBER	N MANF U CD	LESSORS COST	RENTAL COST	
170	001	3684	002	POS TERMINAL	38501	F IBM	8676.00	529.44
171	001	3683	001	POS TERMINAL	98817	F IBM	3714.00	226.64
172	001	3683	001	POS TERMINAL	98818	F IBM	3714.00	226.64
LOCATION TOTALS:						16,104.00	982.72	

*5.0% MD Tax*

Mailed to Secured Party

262848

BOOK 501 PAGE 48

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

The Meyercord Co.  
365 East North Avenue  
Carol Stream, IL 60187

2. Secured Party(ies) and address(es)

Allied Investment  
Corporation  
1625 I Street, N.W.  
Washington, DC 20006

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
MAR 23 0777 NO1 109:05  
JUL 23 86

4 This financing statement covers the following types (or items) of property:

See Exhibit A attached hereto.

5. Assignee(s) of Secured Party and  
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented: 1

The Meyercord Co.

Allied Investment Corporation

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1150

RECEIVED FOR RECORD  
COURT CLERK, A.S. COUNTY

1986 JUL 23 AM 11:37

E. AUBREY COLLISON  
CLERK



EXHIBIT "A"

All property of the Debtor, including, without limitation, all Accounts, Chattel Paper, Documents, Equipment (whether or not constituting fixtures), General Intangibles, Inventory and Instruments now owned or hereafter acquired by the Debtor, and all proceeds of the foregoing, including insurance thereon, and all products thereof; subject and subordinate in lien to the lien on the same property held by the Philadelphia Saving Fund Society.

Debtor: GGA Corporation (name changed to The Meyercord Co.)  
Secured Party: Allied Investment Corporation

Mailed to Secured Party

STATE OF MARYLAND

BOOK 501 PAGE 50

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262929

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

Paid to Anne Arundel County

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 7,000

If this statement is to be recorded in land records check here. [ ]

This financing statement Dated June 20, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Michael H. Lewis

Address 19 East Lake Drive, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank

Address 2661 Riva Rd, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

1986 225hp Evinrude Serial# 1147003

RECORD FEE 11.00
RECORD TAX 49.00
FILING FEE .50
TOTAL DUES \$60.50
JUL 23 86

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[ ] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

Michael H. Lewis
(Signature of Debtor)

Michael H. Lewis
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above

BAY National Bank

Donna J. Stevens
(Signature of Secured Party)

(Signature of Secured Party)

CR CLERK

RECEIVED FOR RECORD
ANNE ARUNDEL COUNTY
1986 JUL 23 AM 11:39
AUBREY COLLISON
CLERK

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 51  
Identifying File No. 262819

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ INVENTORY

If this statement is to be recorded in land records check here.

This financing statement Dated 5 June 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Mid-Atlantic Yachts, Ltd.  
Address 301 Fourth Street, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank  
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

RECORD FEE 11.00  
FILING FEE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

JUL 23 86

Purchase money security interest in inventory purchased from time to time of all new and used boats with all of their spars, rigging, sails, tackle, boats electronic equipment, and other necessities, thereunto appertaining and belonging now or hereinafter added to or attached to said items of inventory used in connection therewith, and all substitutions and replacements of said items of inventory, and the above-named equipment and necessities.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MID-ATLANTIC YACHTS, LTD.

BY: [Signature]  
(Signature of Debtor)

HARRY MONROE III  
Type or Print Above Name on Above Line

BY: [Signature]  
(Signature of Debtor)

WILLIAM B. GIBBS  
Type or Print Above Signature on Above Line

CR  
CLERK

BAY NATIONAL BANK

[Signature]  
(Signature of Secured Party)

Donna J. Stevens, Loan Accounting Officer  
Type or Print Above Signature on Above Line

Mailed to Secured Party

RECEIVED RECORDS SECTION CLERK'S OFFICE

JUL 23 AM 11:39

CAUBREY COLLISON  
CLERK

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
St. Joseph Leasing Corporation  
201 North Union Street  
Suite 400  
Alexandria, Virginia 22314

2. Secured Party(ies) and address(es)  
American Security Bank, N.A.,  
as Agent  
Corporate Trust Department  
635 Massachusetts Avenue, N.W.  
Washington, D.C. 20001

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORDED FEE 12.00  
POSTAGE 50  
JUL 23 1986 0777 AM 11:53  
JUL 23 86

4. This statement refers to original Financing Statement bearing File No. 252506-474-335  
Filed with Anne Arundel County, Maryland Filed July 12 184

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. Amend to substitute attached pages: SEE (3) ATTACHED PAGES

Amend to change Secured Party's address as written above.  
RETURN COPIES TO: St. Joseph Leasing Corporation  
201 North Union Street, Suite 400  
Alexandria, Virginia 22314

"NOT SUBJECT TO RECORDATION TAX" No. of additional Sheets presented:  
ST. JOSEPH LEASING CORPORATION AMERICAN SECURITY BANK, N.A., as Agent

By: [Signature]  
Title: President  
(1) Filing Officer Copy - Alphabetical

By: [Signature] Myron O. Gray  
Title: Vice President and Corporate Trust Officer

STANDARD FORM - FORM UCC-3



1986 JUL 23 AM 11:40  
E. AUBREY COLLISON  
CLERK

Location of the Equipment:

Premises of Giant Food Inc.  
Jessup Data Center  
Route 1 and Assateague Drive  
Jessup, Anne Arundel County, Maryland 20794

The Equipment:

The following electronic data processing equipment manufactured by International Business Machines Corporation including additions, accessions and substitutions thereof and proceeds:

<u>Machine</u>	<u>Model</u>	<u>Feature</u>	<u>Description</u>	<u>Quantity</u>	<u>Serial Number</u>
3179	100		Color Display Station	13	06427,06428,06392 06378,06651,06667 06316,06543,06384 06536,06541,06532 06534

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100719-1, dated December 23, 1982, Equipment Lease Schedule Number Three, dated May 24, 1984, by and between St. Joseph Leasing Corporation, as Lessor, and Giant Food Inc., as Lessee.

Location of Equipment:

BOOK 501 PAGE 51

Premises of Capital Gazette Communications, Inc.  
Capital Drive (Building Under Construction)  
Annapolis, Anne Arundel County, Maryland 21401

The Equipment:

The following electronic data processing equipment manufactured by Rockwell Graphic Systems, Inc., including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
GPS 5000 Mailroom System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Two, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Location of Equipment:

Premises of Capital Gazette Communications, Inc.  
 Capital Drive (Building Under Construction)  
 Annapolis, Anne Arundel County, Maryland 21401

BOOK 501 PAGE 55

The Equipment:

The following electronic data processing equipment manufactured by Harris Graphics Corporation, including additions, accessions and substitutions thereof and proceeds:

<u>Description</u>	<u>Quantity</u>
Model NP1372 Dual Delivery Newspaper Inserting Machine with NC-272 A.R.S.	1
Model NF-400 On-Line Belt Conveyer Inserting System	1

The Master Lease:

The following lease covering the above Equipment: Master Lease Agreement Number 100893-1, dated August 22, 1985, Equipment Lease Schedule Number Three, dated February 24, 1986, by and between St. Joseph Leasing Corporation, as Lessor, and Capital Gazette Communications, Inc., as Lessee.

Mail to

St Joseph Leasing  
 Corp

FINANCING STATEMENT

BOOK 501 PAGE 56

DATE: \_\_\_\_\_

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

RECORDED FEE 17.00  
POSTAGE 50  
117039 0345 ROL 113-12  
JUL 23 86

NAME OF DEBTOR(s): Ray Sears and Son, Inc.

ADDRESS: 2387 Rutland Road  
Gambrills, MD 21054

→ NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned and hereafter acquired, including:

- Attachment # 1
- Attachment # 2
- Attachment # 3

CR CLERK  
1986 JUL 23 PM 2:30  
E. AUDREY COLLISON  
CLERK

DEBTOR(S):

Ray Sears and Son, Inc.

By: Raymond R. Sears, President

SECURED PARTY:

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: John M. Crook  
(Authorized Signature)

John M. Crook, Senior Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1750

Sears and  
Son, Inc.  
Attachment #1

One Caterpillar Model 963 Traxcavator Serial No. 11200629  
complete with 2½ Cu. Yd. G.P. Bucket with Teeth and  
ROPS Canopy

One Caterpillar Model 955L Traxcavator Serial No. 85J9780  
complete with 2½ Cu. Yd. G.P. Bucket with Teeth and  
ROPS Canopy

BOOK 501 PAGE 57

One Caterpillar Model 920 Wheel Loader Serial No. 62K5197  
complete with 1½ Cu. Yd. G.P. Bucket and ROPS Cab

One I-H Model 125E Crawler Loader Serial No. 6171 complete  
with 1 Cu. Yd. 4/1 Bucket with Teeth and Rear Mtd. Backhoe

One I-H Model 2400 Agricultural Wheel Tractor Serial No.  
200799 complete with Front End Loader, 3 Point Hitch and  
York Rake

One I-H Model 2500D Agricultural Wheel Tractor Loader  
Serial No. 0521 complete with 3 Point Hitch and York Rake

One I-H Model TD-8C Crawler Tractor Serial No. 4U001760  
complete with 6 Way All Angle Dozer and ROPS Canopy

One I-H Model TD-8E Crawler Tractor Serial No. 15U009845  
complete with 6 Way All Angle Dozer and ROPS Canopy

One Caterpillar Model D-5 Crawler Tractor Serial No.  
96J4007 complete with Model 5S Bulldozer, Tilt Cylinder  
and No. 153 Hydraulic Control; Canopy

One Caterpillar Model 613 Elevating Scraper Serial No.  
71M2700 complete with 23.5 x 25 Tires and ROPS Canopy

One Caterpillar Model 613B Elevating Scraper Serial No.  
38W07267 complete with Michelin 23.5 x 25 Tires and ROPS  
Cab

One Fiat Allis Model 65 Motor Grader Serial No. 24A01487  
complete with Cab, Power Steering, Scarifier and Hydraulic  
Side Shift Moldboard

One Galion Model T-600 Motor Grader Serial No. 01831  
complete with Cab, Scarifier, and Hydraulic Side-Shift  
Moldboard with 17.5 x 25 Tires

One JCB Model 1400 Loader-Backhoe Serial No. 309065,  
Turbo-charged Diesel-complete with Cab and 18.4 x 24 Tires

One JCB Model 1400 Loader-Backhoe Serial No. 308186  
complete with Cab and 18.4 x 24 Tires

One Case Model 580C Loader-Backhoe Serial No. 2878942/8989552

One Case Model 580 Super D Loader-Backhoe Serial No. 9062566  
complete with Extendahoe

One Case Model Super E Loader-Backhoe Serial No. 17034302  
complete with Extendahoe

One Warner & Swasey Model G660 Gradall Serial No. NP321929  
complete with Detroit 4-53 Diesel Upper and 6V-53 Lower -  
4 Buckets

Sears and  
Son, Inc.  
Attachment #2

One Bucyrus Erie Model H-5 Hydrocrane Serial No. 124259  
complete with Ford Industrial Gas Engine, mounted on  
1965 1-H Model R-190 Tandem Carrier

One Hyster Model C-610A Self Propelled Smooth Drum Vibratory  
Roller, 48" x 72", Serial No. V1130167

BOOK 501 PAGE 58

One General Eager Beaver Static Roller, 2 Ton Serial No.  
SRE74206

One Clark Model M-731 "Bobcat" Skid Steer Loader Serial No.  
13173 complete with Deutz Diesel 2 Buckets and Broom  
Attachment

One Richmond Model 24C2 Boring Machine with Attachments

One McLaughlin Model MCL30 Boring Machine complete with  
Deutz Diesel Motor - New, with Attachments

One Ditch Witch Model R-65 Trenching Machine Serial No.  
652690 complete with Wisconsin Gasoline Motor, Backhoe and  
Leveling Blade - Plow

One Ditch Witch Model VP-12 Cable Plow Serial No. 160477 -  
Walk Behind

One Parsons Model SP75 Combo Trencher Serial No. SP75-4-15

One Case Mini Sneaker Series B Trencher Serial No. 1204742  
complete with Wisconsin VE-4 Gas Motor, and Boring  
Attachment

One Vermeer Model M440 Trencher Serial No. 204 complete  
with Backhoe and Crumber Attachment

One Pierce Arrow Mole Serial No. 753

One Allied Model 1000 Hole Hog Mole Serial No. 1232

One Mikasa Model MVC906 Vibratory Compactor Serial No.  
5983 (New)

One J Tamper Serial No. 2358

One LeRoi Model 175 Gas Driven Compressor Serial No.  
R12752, 175 c.f.m.

One LeRoi Model 170 Gas Driven Compressor Serial No.  
289X650, 170 c.f.m.

One LeRoi Model 125 Gas Driven Compressor Serial No.  
RS125, 125 c.f.m., capacity

One Sullair Model 150 Gas Driven Compressor Serial No.  
21911

One Ingersoll-Rand Model 160 Diesel Driven Air Compressor  
Serial No. 143085

One 1972 Model Lincoln Welder Serial No. A650173

Sears and Son, Inc. One 1985 Model Lincoln Welder Serial No. 1058013  
Attachment #3

One Finn 1500 Gal. Hydro Seeder Serial No. 1921

One Ford Model 2000 Diesel Driven Ag Tractor Serial No. 225958 complete with 3 Point Hitch

One Ford Model 2600 Diesel Driven Ag Tractor, 1978 Series complete with Cab and 3 Point Hitch

One International Model 444 Diesel Driven Ag Tractor complete with 3 Point Hitch

One Gravely Model 1978 Lawn Tractor

BOOK 501 PAGE 50

One Lily Model 1973 Roto-tiller

Three Mud Hog Diaphragm Pumps, 3" @ \$500.00

Two Reinco Straw Blowers complete with Wisconsin Model 4D Gas Motor @ \$1500.00

One Hotsy Steam Cleaner Serial No. 80470FB

One 1986 Model Black & Decker Electric Drill Serial No. 16778

One Ford Model 3600 Diesel Ag Tractor, 1979 Series, complete with 3 Point Hitch and John Deere Disc

One Tampo Model RS58D Self Propelled Vibratory Compactor Serial No. 2231 210A complete with Canopy and Leveling Blade

One R & S 32' Demolition Trailer Serial No. 1R9D32202G0011296, 1986 Series

One Hyster 40 Ton Removable Gooseneck Lowboy Equipment Trailer, Tandem Axle, Wetline, Independent Pony Motor for Drop Neck, Serial No. 1HKPEFLA7CC

Five Truco 14 Ton Cable Trailers Model TCR 14C for Hydraulic Lift Jacks @ \$5000.00

Mailed to Secured Party

STATEMENT OF TERMINATION

PLEASE RETURN RECORDED DOCUMENT TO:  
 Annapolis Federal Savings and Loan Association  
 Consumer/Commercial Lending Department  
 P.O. Box 715  
 Annapolis, MD 21404

For Filing Officer Use:  
 File Number \_\_\_\_\_  
 Date and Hour \_\_\_\_\_

Mail to \_\_\_\_\_

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

<u>Filing Number of Original Financing Statements</u>	<u>Date of Filing</u>	<u>Book</u>	<u>Page</u>
232842 ✓	6/05/80	426	51
241829 ✓	3/19/82	447	582
241830 ✓	3/19/82	447	583
242637 ✓	5/21/82	450	42
250528 ✓	1/19/84	469	450
254571 ✓	11/20/84	479	396
255465 ✓	2/01/85	482	204
256805 ✓	5/23/85	485	396
259265 ✓	11/20/85	491	527

Name of Debtor:  
 Ray Sears and Son, Inc.

Address:  
 2387 Rutland Road, Gambrills, MD 21054

RECORDED FEE 10.00  
 POSTAGE .50

Name of Secured Party:  
 Alban Tractor Company

Address:  
 P.O. Box 64251, Baltimore, MD 21264

RECORDED FEE 10.00  
 POSTAGE .50  
 JUL 23 1986

TERMINATION:

The original Financing Statements identified above by file numbers are terminated and the secured party no longer claims a security interest under the financing statement.

DEBTOR:  
 Ray Sears and Son, Inc.

SECURED PARTY:  
 Alban Tractor Company

By: Raymond R. Sears Pres.  
 Raymond R. Sears, President

By: Mark N. Weiskopf  
 Signature of Secured Party

ASST. SECRETARY

Owner, Partner, or Officer & Title

CR  
 CLERK

10/30

1986 JUL 23 PH 2:30  
 T. AUBREY COLLISON  
 CLERK

PLEASE RETURN RECORDED DOCUMENT TO:  
Annapolis Federal Savings & Loan Association  
Consumer/Commercial Lending  
P.O. Box 751  
Annapolis, MD 21404

STATEMENT OF TERMINATION

BOOK 501 PAGE 61

Mail to \_\_\_\_\_

For Filing Officer Use:

File Number \_\_\_\_\_

Date and Hour \_\_\_\_\_

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of Original

<u>Financing Statements</u>	<u>Date of Filing</u>	<u>Book</u>	<u>Page</u>
227457 ✓	8/21/79	413	266
229581 ✓	11/21/79	418	493
235037 ✓	10/23/80	430	468
250405 ✓	1/10/84	469	225
259298 ✓	11/21/85	491	584

Name of Debtor:  
Ray Sears and Son, Inc.

Address:  
2387 Rutland Road, Gambrills, MD 21054

RECORDED FEE 10.00  
POSTAGE .50

Name of Secured Party:  
Farmers National Bank

Address:  
Church Circle, Annapolis, MD 21401

RECORDED FEE 10.00  
POSTAGE .50  
JUL 23 1986

TERMINATION:

The original Financing Statements identified above by file numbers are terminated and the secured party no longer claims a security interest under the financing statement.

DEBTOR:  
Ray Sears and Son, Inc.

SECURED PARTY:  
Farmers National Bank

By: Raymond R. Sears Pres.  
Raymond R. Sears, President

By: William A. Walker II  
Signature of Secured Party

William A. Walker II  
Vice President

Officer Name and Title

1050



RECEIVED BY RECORDS  
SECTION AUG 1 1986

1986 JUL 23 PM 2:30

E. AUBREY COLLISON  
CLERK

UNIFORM COMMERCIAL CODE  
 STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
 THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249007  
 RECORDED IN LIBER 465 FOLIO 519 ON September 13, 1983 (DATE)

1. DEBTOR

Name Plooksawasdi, Thirdkiat-Densri dba Carlson's Donuts  
 Address 7846 Telegraph Road, Severn, MD 21144

2. SECURED PARTY

Name HOBART CORPORATION tf 576446  
 Address World Headquarters Clerk of Circuit Crts.  
Troy, Ohio 45374 Annapolis, MD

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

10.00  
 .50  
 TOTAL \$ 10.50

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/>          (Indicate whether amendment, termination, etc.)</p>

JUL 23 86

RECEIVED CLERK OF CIRCUIT COURT  
 ANNAPOLIS MARYLAND

1986 JUL 23 PM 2:30

E. AUBREY COLLISON  
 CLERK

1050



Mailed to Secured Party

Dated May 15, 1986

HOBART CORPORATION  
 (Signature of Secured Party)  
Wendy J. Cronin *Wendy J. Cronin*  
 Type or Print Above Name on Above Line

262851

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: FISHER ENTERPRISES (Name or Names—Last Name First)
8367 Baltimore - Annapolis Boulevard, Pasadena, Maryland 21122 (Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

One new John Deere 455E Loader # 731899

RECORD FEE 11.00
POSTAGE .50
JUL 23 1986

4. Proceeds of collateral are covered hereunder: YES [X] NO [ ]
5. Products of collateral are covered hereunder: YES [ ] NO [X]
6. This transaction (is) (is not) exempt from the Recordation Tax.
7. The principal amount of the debt initially incurred is: \$25,000.00
Twenty Five thousand dollars and no cents



1986 JUL 23 PM 2:30

E. AUBREY COLLISON CLERK

8. Filed with: Circuit Court for Anne Arundel County
9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061
Dated this 17th day of July, 19 86

DEBTOR: FISHER ENTERPRISES By: [Signature] (Title)
SECURED PARTY: THE BANK OF GLEN BURNIE By: [Signature] (Title) Executive Vice President

FOR FILING OFFICER USE
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_
Record Reference \_\_\_\_\_

Mailed to Secured Party

262852

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: E. Erbe Manufacturing, Inc.  
(Name or Names—Last Name First)  
504 Glenbrook Road, Glen Burnie, Maryland 21061  
(Address)

2. SECURED PARTY: The Bank of Glen Burnie  
(Name or Names)  
P.O. Drawer 70, Glen Burnie, Maryland 21061  
(Address)

3. ASSIGNEE OF SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

4. This Financing Statement covers the following types (or items) of property:

Trionics CNC Vertical Mill

RECORD FEE 11.00  
POSTAGE .50  
JUL 23 1986  
CLERK

- 5. Proceeds of collateral are covered hereunder: YES  NO
- 6. Products of collateral are covered hereunder: YES  NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 1st day of July, 1986

DEBTOR:  
E. Erbe Manufacturing, Inc.

SECURED PARTY:  
The Bank of Glen Burnie

By: Ernest Erbe, Pres  
(Title)

By: [Signature]  
(Title)

Executive Vice President

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

Mailed to Secured Party



1986 JUL 23 PM 2:30

CR COLLISION ALERK



STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 66  
Identifying File No. 262851

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated June 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A&E Foods, Inc.

Address Maryland Wholesale Produce Market, Building B, Unit #45, Jessup, MD 20743

2. SECURED PARTY

Name DiMarzo and Dellinger Truck Sales, Inc.

Address 1312 Ritchie Road, Capitol Heights, MD 20743

RECORD FEE 11.00  
#17083 C345 R01 T13-37  
JUL 23 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

(1) 1986 Nissan chassis S/N JNAPB12H7GGH40329  
with 18' Refer Van body S/N 200977

Name and address of Assignee  
Deutsche Credit Corporation  
4 Greentree Center, Suite #204  
Marlton, NJ 08053

1986 JUL 23 PM 2:30  
E. AUBREY COLLISON  
CLERK

CR  
CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Angelo Toutso  
(Signature of Debtor)

Angelo Toutso  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Bernard B. DiMarzo  
(Signature of Secured Party)

Bernard B. DiMarzo, President

Type or Print Above Signature on Above Line

BOOK 501 PAGE 67

262855

Debtor or Assignor Form

Contract Sales Agreement  
FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_

To Be Recorded in Land Records (For Fixtures only).

Name of Debtor  
Rodger Lee Myers

Address  
775A Old Herald Harbor Rd  
Crownsville, Md. 21032

RECORD FEE 11.00  
POSTAGE .50  
ATTORNEY'S FEE 713.38  
JUL 23 86

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND—Address: 14700 Main Street  
Upper Marlboro, Md. 20772

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

1986 Case 1835B Uniloader  
Serial # 17168062

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

1986 JUL 23 PM 2:30  
E. AUBREY COLLISON  
CLERK



Debtor (or Assignor)  
Rodger J. Myers  
Rodger L. Myers

Secured Party (or Assignee)  
THE FIRST NATIONAL BANK OF MARYLAND  
BY J. Wayne Welsh  
J. Wayne Welsh

FNB 0850

Type or print names under signatures

Mailed to Secured Party

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Multiparts & Services Inc. Address(es) 4700 Belle Grove Road Baltimore, Md. 21225

RECORDED 11.00  
INDEXED .50

6. Secured Party Maryland National Bank Address 7310 Ritchie Hwy. Glen Burnie 21061  
 Attention: V. Johnson Dolly Whitecotton P.O. Box 874 Annapolis, Md. 21404  
 (Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Multiparts & Services Inc.  
William H. Murphy (Seal)  
 William H. Murphy, President  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank  
Dolly S. Whitecotton (Seal)  
Dolly S. Whitecotton, Asst. Branch Mgr.  
 Type name and title

MARYLAND NATIONAL BANK

CR  
 CLERK  
 Filed to Secured Party

RECEIVED FOR RECORD  
 ANNE ARUNDEL COUNTY  
 1986 JUL 23 PM 2:30  
 E. AUBREY COLLISON  
 CLERK

262857

BOOK 501 PAGE 60

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

RECORD FEE 11.00  
 POSTAGE .50  
 WITOMG C345 RM 113-40  
 JUL 23 86

5. Debtor(s) Name(s) Address(es)

John-Mark Fowlkes  
 1115 Mitchell Street  
 Annapolis, Maryland 21403

6. Secured Party Address  
 Maryland National Bank 1713 West Street  
 Attention: Janice B. Marcellas Annapolis, Maryland 21401

(Mr. Clerk: Please return to Maryland National Bank to the department at the address set forth in paragraph 6 above.)

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

*N/A*  **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

*N/A*  **Contract Rights.** All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

*N/A*  **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

*N/A*  **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

*N/A*  **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

*N/A*  **All Equipment.** All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

**Specific Equipment.** All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

*N/A*  **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

*N/A*  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

*N/A*  
 \_\_\_\_\_ (Seal)  
 John-Mark Fowlkes

Secured Party  
Maryland National Bank

\_\_\_\_\_ (Seal)

*N/A*  
 \_\_\_\_\_ (Seal)  
 Janice B. Marcellas, Branch Manager

Type name and title & Assistant Vice President

207-95 REV 7/85

MARYLAND NATIONAL BANK



RECORDED  
ANNE ARUNDEL COUNTY

1986 JUL 23 PM 2:30

E. AUBREY BOLLISON  
CLERK

Mailed to Secured Party

BOOK 501 PAGE 70

This Schedule A is attached to and made a part of a Security Agreement dated July 11, 1986 between Maryland National Bank and John-Mark Fowlkes.

1. 4 h.p. Mercury gas outboard engine # 5762348

STATE OF MARYLAND BOOK 501 PAGE 71

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262858

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 7/14/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DONALD J. HOOK

Address 903 ROSEDALE AVE GLEN BURNIE MARYLAND 21061

2. SECURED PARTY

Name IHSS INC

Address BOX 1000 BARRINGTON IL 60010

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 7/14/90

RECORD FEE 11.00  
POSTAGE .50  
#17087 0345 R01 113:41  
JUL 23 86

4. This financing statement covers the following types (or items) of property: (list)

Any and all accounts receivable and any rights of Debtor to payment for goods sold or services rendered, whether now owned or hereafter acquired by Debtor and any and all proceeds therefrom.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

1986 JUL 23 PM 2:30  
E. AUBREY COLLISON  
CLERK

X Donald J. Hook  
(Signature of Debtor)

Donald J. Hook  
Type or Print Above Name on Above Line

X Donald J. Hook  
(Signature of Debtor)

Donald J. Hook  
Type or Print Above Signature on Above Line

Mailed to Secured Party

William R. Snell for IHSS INC  
(Signature of Secured Party)

WILLIAM R. SNELL  
Type or Print Above Signature on Above Line



## EXHIBIT A

To secure loans made under the Term Line of Credit Loan Agreement dated March 14, 1986 and all of Debtor's other obligations to the Secured Party, Debtor hereby mortgages, assigns and grants to Secured Party a continuing security interest (as each Eligible Unit is installed) in all personal property and fixtures, tangible or intangible in each and every Eligible Unit financed hereunder, including but not limited to the following, whether acquired by purchase, lease or otherwise, now owned or hereafter acquired (herein sometimes collectively called the "Collateral") but excluding any property or interest on which Greyhound Leasing & Financial Corporation has a prior lien:

- (a) all of Debtor's Inventory in Eligible Circle K Units and Eligible Southland Units including all existing Inventory and all Inventory hereafter coming into existence as installed in a Unit pursuant to the Circle K and Southland Contracts, for which a listing of typical Inventory is set forth in below:
  - (i) Approximately 200 video tapes with protective cases
  - (ii) Approximately 4 video player machines with carrying cases and operations/promotion packages
- (b) all of Debtor's Accounts Receivable arising from the Circle K Contract and Southland Contract of any nature whatsoever.
- (c) all of Debtor's Contract Rights in the Circle K Contract and Southland Contract and general intangibles, including but not limited to, computer software programs (including both source code, machine code and operating systems), tax refunds, copyrights, license rights (including all computer software license rights), patent rights, trademarks and good will now existing or hereafter coming into existence and contained or existing in each Eligible Unit;
- (d) all interest of Debtor now existing or hereafter arising in goods as to which an Account for goods sold or delivered has arisen from the Circle K and Southland Contracts (herein sometimes called "Goods");
- (e) all notes, drafts, acceptances, instruments, documents of title, policies and certificates of insurance, chattel paper, guaranties and securities now or hereafter received by Debtor or in which Debtor has or acquires an interest in connection with its Inventory, Accounts, Contract Rights and other collateral arising from any Eligible Unit;
- (f) all of Debtor's equipment contained in each Eligible Unit (including computers and all related peripherals, cabling and accessories related to the computers) property, goods, furniture, office supplies, furnishings, machinery, tools, dies, hand tools, vehicles motorized or otherwise, titled or otherwise, used, bought, leased or otherwise, acquired for the business of Debtor in such Unit, currently existing or hereafter coming into existence and used in

connection with performance under the Circle K and Southland Contracts by Debtor in such Unit, including, but not limited to, that listed in below:

- (i) One Hewlett Packard 75D Micro computer or equivalent plus accessories including modems
- (ii) Display fixtures for tapes, cases and promotion (for Circle K Units)
- (iii) TV monitor and player (for Circle K Units)
- (g) all of Debtor's fixtures, goods, equipment and property which is so related or affixed to real property that it may not be easily or readily removed and in which an interest arises under real estate law, now existing or hereafter coming into existence in each Eligible Unit;
- (h) all interest of Debtor in money, cash, non-cash and other proceeds of the foregoing, including, but not limited to, deposit accounts, claims and demands, and insurance proceeds (or rights thereto), now existing or hereafter coming into existence as a result of the operation of each Eligible Unit;
- (i) all interest of Debtor in parts, accessories, attachments, additions, materials, components, replacements and accessions to any of the foregoing, now existing or hereafter coming into existence in each Eligible Unit;
- (j) all of Debtor's books and records and other instruments and documents of title (now in existence or hereafter coming into existence) pertaining to any of the other Collateral.

For purposes of this Exhibit, "Southland Contract", "Circle K Contract", "Units", "Eligible Units" and other defined terms shall have the meaning set forth in the Term Line of Credit Loan Agreement dated March 14, 1986. Also, Eligible Units shall include, but not be limited to, all Units located at any of the stores listed in the attached Schedule B, which may be hereafter amended.

EXHIBIT B  
STG Inventory Management System

COUNT	STORE NO.	STORE NAME	STREET ADDRESS	CITY AND STATE
2	0734	7-Eleven 2563 25450	211 W. 28th Street	Baltimore, MD
3	0926	7-Eleven 2563 20925	401 E. 33rd Street	Baltimore, MD
4	0928	7-Eleven 2563 21915	2612 Gwynn Falls Pkwy.	Baltimore, MD
5	0929	7-Eleven 2563 22461	1500 N. Monroe Street	Baltimore, MD
6	0930	7-Eleven 2563 23288	637 S. Broadway	Baltimore, MD
7	0931	7-Eleven 2563 23689	2701 W. Franklin Street	Baltimore, MD
8	0932	7-Eleven 2563 23860	100 S. Broadway	Baltimore, MD
9	0933	7-Eleven 2563 23981	2901 Garrison Blvd.	Baltimore, MD
10	0934	7-Eleven 2563 24164	2500 Liberty Heights	Baltimore, MD
11	0935	7-Eleven 2563 24552	602 W. 33rd Street	Baltimore, MD
12	0936	7-Eleven 2563 25155	3201 W. North Avenue	Baltimore, MD
26	1053	7-Eleven 2564 25816	6001 Harford Road	Baltimore, MD
27	1058	7-Eleven 2564 11719	3611 Dolfield Avenue	Baltimore, MD
28	1066	7-Eleven 2566 18411	116 E. Pulaski Hwy.	Elkton, MD
29	1067	7-Eleven 2566 19677	1752 Jarrettsville Road	Jarrettsville, MD
30	1068	7-Eleven 2566 19925	14215 Jarrettsville	Phoenix, MD
31	1069	7-Eleven 2566 20234	7948 Bel Air Road	Baltimore, MD
32	1070	7-Eleven 2566 23665	9617 Bel Air Road	Baltimore, MD
33	1074	7-Eleven 2566 24086	9601 Philadelphia Road	Baltimore, MD
52	1150	7-Eleven 2541 11666	900 Merrimac Drive	Takoma Park, MD
53	1151	7-Eleven 2541 11665	7901 Eastern Avenue	Silver Spring, MD
54	1153	7-Eleven 2541 22921	8101 Fenton Street	Silver Spring, MD
55	1154	7-Eleven 2541 23666	9254 New Hampshire Blvd.	Langley, MD
56	1156	7-Eleven 2541 11657	6001 Arbor Street	Landover, MD
57	1157	7-Eleven 2541 11659	7730 Finns Lane	Lanham, MD
58	1158	7-Eleven 2541 11660	2230 University Blvd.	Adelphi, MD
59	1159	7-Eleven 2541 23870	8207 Landover Road	Landover, MD
60	1160	7-Eleven 2541 24128	5920 Princess Garden Pkwy.	Lanham, MD
61	1162	7-Eleven 2541 11644	4217 Edmonston Road	Bladensburg, MD
62	1163	7-Eleven 2541 11647	5415 Kinilworthy Avenue	Riverdale, MD
63	1164	7-Eleven 2541 11654	6435 Landover Road	Landover, MD
64	1165	7-Eleven 2541 11667	8900 Edmonston Road	College Park, MD
65	1166	7-Eleven 2541 11646	6901 Riverdale Road	Riverdale, MD
66	1167	7-Eleven 2541 11650	6580 Ager Road	Hyattsville, MD
67	1168	7-Eleven 2541 11656	7001 Annapolis road	Landover, MD
68	1170	7-Eleven 2541 23692	8461 Annapolis Road	New Carrollton, MD
69	1171	7-Eleven 2541 11642	4921 Edgewood Road	College Park, MD
70	1172	7-Eleven 2541 11655	Geroge Palmer Hwy	Glenarden, MD
71	1173	7-Eleven 2541 11658	3310 Chillum Road	Mt Rainier, MD
72	1175	7-Eleven 2541 25266	3737 Hamilton Street	Hyattsville, MD

COUNT	STORE NO.	STORE NAME	STREET ADDRESS	CITY AND STATE
65	0988	7-Eleven #2565	1117 Rolling Road	Westview, MD
66	0989	7-Eleven #2565	1900 Virginia Avenue	Hagerstown, MD
67	0990	7-Eleven #2565	Jefferson & Catockten	Frederick, MD
68	0991	7-Eleven #2565	1957 Potomac Avenue	Hagerstown, MD
69	0992	7-Eleven #2565	9049 Frederick Road	Ellicott City, MD
70	0993	7-Eleven #2565	1814 Rosemont Avenue	Frederick, MD
71	0994	7-Eleven #2565	Rt. 85 Near Grove Road	Frederick, MD
72	0995	7-Eleven #2565	9398 Baltimore Natl. Pike	Ellicott City, MD
73	0996	7-Eleven #2565	1611 Edmonston Avenue	Catonsville, MD
74	0997	7-Eleven #2565	3817 Marriottsville RD	Randallstown, MD
75	0998	7-Eleven #2565	1673 Dual Highway	Hagerstown, MD
76	0999	7-Eleven #2565	1501 W. Patrick ST.	Frederick, MD
77	1051	7-Eleven #2564	8605 Old Harford Rd.	Baltimore, MD
78	1052	7-Eleven #2564	3007 Northern Pkwy	Baltimore, MD
79	1054	7-Eleven #2564	5920 Pulaski Hwy	Baltimore, MD
80	1055	7-Eleven #2564	7330 Harford Road	Baltimore, MD
81	1056	7-Eleven #2564	8507 Loch Raven Blvd.	Baltimore, MD
82	1057	7-Eleven #2564	5512-14 Park Heights	Baltimore, MD
83	1059	7-Eleven #2564	313 E. Jopps Road	Towson, MD
84	1060	7-Eleven #2564	1914 Edison Hwy.	Baltimore, MD
85	1061	7-Eleven #2564	4401 Belair Road	Baltimore, MD
86	1062	7-Eleven #2566	2335 Orleans Street	Baltimore, MD
87	1063	7-Eleven #2566	310 S. Marilyn Avenue	Essex, MD
88	1064	7-Eleven #2566	423 Edgewood Road	Edgewood, MD
89	1065	7-Eleven #2566	7440 Holabird Avenue	Dundalk, MD
90	1071	7-Eleven #2566	300 Trappe Road	Baltimore, MD
91	1072	7-Eleven #2566	3000 Abingdon Road	Abingdon, MD
92	1073	7-Eleven #2543	7501 Dunmanway	Baltimore, MD
	577	7-Eleven #2543	6860 Race Track Road	Bowie, MD
	607	7-Eleven #2544	12405 Georgia Avenue	Silver Spring, MD
	608	7-Eleven #2544	18120 Georgia Avenue	Olney, MD
	609	7-Eleven #2544	17701 Muncaster Road	Derwood, MD
	613	7-Eleven #2544	111 Laytonsville Road	Washington Grove, MD
	614	7-Eleven #2544	417 S. Frederick Rd.	Gaithersburg, MD
	615	7-Eleven #2544	824 Baltimore Road	Rockville, MD
	617	7-Eleven #2543	1443 Cape St. Clair Rd.	Annapolis, MD
	619	7-Eleven #2544	Rockville Pike	Rockville, MD
	620	7-Eleven #2544	12733 Twinbrook Parkway	Rockville, MD
	621	7-Eleven #2544	Rollins Avenue	Rockville, MD
	622	7-Eleven #2543	3616 Annapolis Road	Severn, MD
	623	7-Eleven #2543	497 Jumpers Hole Road	Severna Park, MD

COUNT	STORE NO.	STORE NAME	STREET ADDRESS	CITY AND STATE
	625	7-Eleven #2544	5402 Randolph Road	Rockville, MD
	626	7-Eleven #2544	5081 Nicholson Lane	Rockville, MD
	627	7-Eleven #2544	10954 Metropolitan Ave.	Kensington, MD
	631	7-Eleven #2544	3507 University Blvd.W.	Kensington, MD
	606	7-Eleven #2543	477 Old Mill Shop. Ctr.	Millersville, MD
	623	7-Eleven #2543	497 Jumpers Hole Road	Severna Park, MD
	624	7-Eleven #2543	705 Greenway	Glen Burnie, MD
	628	7-Eleven #2543	7301 Furnace Branch Rd.	Glen Burnie, MD
	629	7-Eleven #2543	2900 Mountain Raod	Pasadena, MD
	630	7-Eleven #2543	4730 Mountain Road	Pasadena, MD

Mailed to Secured Party



This financing statement has been filed to reflect the pledge of the debtor's limited partnership interest (the "Interest") in Maryland Cable Limited Partnership, a Maryland limited partnership (the "Partnership"), as collateral for the repayment of a certain promissory note made by the debtor in favor of the partnership.

The Partnership has assigned its security interest in the Interest to the following secured parties:

St. Charles CATV, Inc. and  
Chasco Cablevision, Ltd.  
222 Smallwood Village Center  
Waldorf, Maryland 20601

St. Charles CATV, Inc., and Chasco Cablevision, Ltd., have in turn assigned their security interest in the Interest to the following secured party:

Interstate St. Charles, Inc.  
222 Smallwood Village Center  
Waldorf, Maryland 20601

Interstate St. Charles, Inc., has in turn assigned its security interest in the Interest to the following secured party:

Chemical Bank  
The Real Estate Division  
633 Third Avenue  
New York, New York 10017

St. Charles CATV, Inc., Chasco Cablevision, Ltd., Interstate St. Charles, Inc., and Chemical Bank are all secured parties for purposes of this financing statement.

Mailed to Secured Party

**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Seminole Form UCC-1

<p><b>DEBTOR (Last Name First if a Person)</b>                  NAME  <b>1A</b>     <b>DAVIS, JOHN K., JR.</b>                  MAILING ADDRESS                  944 Burnett Avenue                  CITY     <b>Arnold</b>                     STATE     <b>MD</b>     <b>21012</b></p> <p><b>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)</b>                  NAME  <b>1B</b>     MAILING ADDRESS                  CITY                                     STATE</p> <p><b>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)</b>                  NAME  <b>1C</b>     MAILING ADDRESS                  CITY                                     STATE</p> <p><b>SECURED PARTY (Last Name First if a Person)</b>                  NAME  <b>2A</b>     <b>SEE ATTACHED SHEET</b>                  MAILING ADDRESS                  CITY                                     STATE</p> <p><b>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)</b>                  NAME  <b>2B</b>     <b>SEE ATTACHED SHEET</b>                  MAILING ADDRESS                  CITY                                     STATE</p> <p><b>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)</b>                  NAME  <b>3</b>     <b>SEE ATTACHED SHEET</b>                  MAILING ADDRESS                  CITY                                     STATE</p>	<p>THIS SPACE FOR USE OF FILING OFFICER                  Date, Time, Number &amp; Filing Office</p> <p align="center">BOOK <b>501</b> PAGE <b>80</b></p> <p align="right">RECORD FEE     11.00                  FILING             .50                  21070 0345     R01 FTS-46                  JUL 23 86</p> <p align="center"><b>262861</b></p> <p align="center">CR                  CLERK</p> <p align="right">1986 JUL 23 PM 2:30                  AUDREY COLLISON                  CLERK</p> <p>AUDIT                                     UPDATE</p> <p>VALIDATION INFORMATION</p>
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**4.** This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

Limited Partnership Interest(s) in Maryland Cable Limited Partnership, a Maryland limited partnership, whose principal address is 222 Smallwood Village Center, Waldorf, Maryland 20601.

<p><b>5.</b> Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.</p> <p><b>6.</b> Filed with:</p> <p><b>8.</b> (Check <input type="checkbox"/>) <input checked="" type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.                  XX Florida Documentary Stamp Tax is not required.</p> <p><b>9.</b> This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so)</p> <p><input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.</p> <p><input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.</p> <p><input type="checkbox"/> as to which the filing has lapsed.</p> <p><input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the  <input type="checkbox"/> debtor or <input type="checkbox"/> secured party.</p> <p><b>13.</b> Return copy to:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>NAME</td><td>Alfred G. Smith, Esq.</td></tr> <tr><td>ADDRESS</td><td>Shutts &amp; Bowen</td></tr> <tr><td></td><td>100 Chopin Plaza</td></tr> <tr><td>CITY</td><td>Miami</td></tr> <tr><td>STATE</td><td>FL                     ZIP CODE     33131</td></tr> </table>	NAME	Alfred G. Smith, Esq.	ADDRESS	Shutts & Bowen		100 Chopin Plaza	CITY	Miami	STATE	FL                     ZIP CODE     33131	<p><b>7.</b> No. of additional Sheets presented:                  ONE</p> <p><b>10.</b> (Check <input type="checkbox"/> if so)</p> <p><input type="checkbox"/> Debtor is a transmitting utility</p> <p><input type="checkbox"/> Products of collateral are covered</p> <p><b>11.</b> SIGNATURE(S) OF DEBTOR(S)                  JOHN K. DAVIS, JR.</p> <p><b>12.</b> SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE                  SEE ATTACHED SHEET</p> <p style="writing-mode: vertical-rl; transform: rotate(180deg);">NAME AND ADDRESS OF PREPARER</p>
NAME	Alfred G. Smith, Esq.										
ADDRESS	Shutts & Bowen										
	100 Chopin Plaza										
CITY	Miami										
STATE	FL                     ZIP CODE     33131										

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Waldorf, Maryland 20601

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The Real Estate Division  
633 Third Avenue  
New York, New York 10017

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Mailed to Secured Party

**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**

Seminole Form UCC-1

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p><b>DEBTOR (Last Name First if a Person)</b>  <b>NAME</b>  <b>1A</b> MOORE, DENNIS  <b>MAILING ADDRESS</b>                  Post Office Box 190                  CITY Mayo STATE MD 21106</p> <p><b>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)</b>  <b>NAME</b>  <b>1B</b>  <b>MAILING ADDRESS</b>                  CITY STATE</p> <p><b>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)</b>  <b>NAME</b>  <b>1C</b>  <b>MAILING ADDRESS</b>                  CITY STATE</p> <p><b>SECURED PARTY (Last Name First if a Person)</b>  <b>NAME</b>  <b>2A</b> SEE ATTACHED SHEET  <b>MAILING ADDRESS</b>                  CITY STATE</p> <p><b>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)</b>  <b>NAME</b>  <b>2B</b> SEE ATTACHED SHEET  <b>MAILING ADDRESS</b>                  CITY STATE</p> <p><b>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)</b>  <b>NAME</b> SEE ATTACHED SHEET  <b>3</b>  <b>MAILING ADDRESS</b>                  CITY STATE</p>	<p align="center">THIS SPACE FOR USE OF FILING OFFICER                  Date, Time, Number &amp; Filing Office</p> <p align="center">BOOK 501 PAGE 82</p> <p align="center">262862</p> <p align="right">RECORD FEE 11.00                  POSTAGE 50                  7/17/86 C345 RM 713-47                  JUL 23 86</p> <p align="right">1986 JUL 23 PM 2:30</p> <p align="right">ALLEN</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUDIT</td> <td style="width:50%;">UPDATE</td> </tr> </table> <p align="center">VALIDATION INFORMATION</p>	AUDIT	UPDATE
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<b>5.</b> Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.	<b>7.</b> No. of additional Sheets presented. ONE
<b>6.</b> Filed with:	
<b>8.</b> (Check <input type="checkbox"/> ) <input type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid. <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required	NAME AND ADDRESS OF PREPARER
<b>9.</b> This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party.	
<b>10.</b> (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered	
<b>11.</b> SIGNATURE(S) OF DEBTOR(S)  DENNIS MOORE	
<b>12.</b> SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  SEE ATTACHED SHEET	

**13.** Return copy to:

NAME	Alfred G. Smith, Esq.
ADDRESS	Shutts & Bowen 100 Chopin Plaza
CITY	Miami
STATE	FL ZIP CODE 33131

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

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Mailed to Secured Party.

Seminole Form UCC-1

**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

<p><b>DEBTOR (Last Name First if a Person)</b>                  NAME  <b>1A AIRTH, HENRY B., JR.</b></p> <p>MAILING ADDRESS                  8251 Silver Run Court                  CITY Pasadena STATE MD 21122</p> <p><b>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)</b>                  NAME</p> <p><b>1B</b>                  MAILING ADDRESS</p> <p>CITY STATE</p> <p><b>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)</b>                  NAME</p> <p><b>1C</b>                  MAILING ADDRESS</p> <p>CITY STATE</p> <p><b>* SECURED PARTY (Last Name First if a Person)</b>                  NAME  <b>2A SEE ATTACHED SHEET</b></p> <p>MAILING ADDRESS</p> <p>CITY STATE</p> <p><b>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)</b>                  NAME</p> <p><b>2B SEE ATTACHED SHEET</b></p> <p>MAILING ADDRESS</p> <p>CITY STATE</p> <p><b>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)</b>                  NAME  <b>3 SEE ATTACHED SHEET</b></p> <p>MAILING ADDRESS</p> <p>CITY STATE</p>	<p><b>THIS SPACE FOR USE OF FILING OFFICER</b>                  Date, Time, Number &amp; Filing Office</p> <p style="text-align: right; font-size: 2em; font-weight: bold;">84</p> <p style="text-align: right;">BOOK 501 PAGE</p> <p style="text-align: right; font-size: 1.5em; font-weight: bold;">262863</p> <p style="text-align: right;">RECORD FEE 11.00                  #17092 0345 R01 TL3-49                  JUL 23 86</p> <p style="text-align: right; font-size: 0.8em;">CR CLERK                  1986 JUL 23 PM 2:30                  AUSTIN COLLISON                  CLERK</p> <p>AUDIT UPDATE</p> <p>VALIDATION INFORMATION</p>
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**4.** This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

Limited Partnership Interest(s) in Maryland Cable Limited Partnership, a Maryland limited partnership, whose principal address is 222 Smallwood Village Center, Waldorf, Maryland 20601.

<b>5.</b> Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.	<b>7.</b> No. of additional Sheets presented <b>ONE</b>												
<b>6.</b> Filed with:	NAME AND ADDRESS OF PREPARER												
<b>8.</b> (Check <input type="checkbox"/> ) <input checked="" type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid. <b>XX</b> Florida Documentary Stamp Tax is not required.													
<b>9.</b> This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so) <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state. <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected. <input type="checkbox"/> as to which the filing has lapsed. <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the <input type="checkbox"/> debtor or <input type="checkbox"/> secured party.	<b>10.</b> (Check <input type="checkbox"/> if so) <input type="checkbox"/> Debtor is a transmitting utility <input type="checkbox"/> Products of collateral are covered												
<b>13.</b> Return copy to:	<b>11.</b> SIGNATURE(S) OF DEBTOR(S) <i>Henry B. Airth, Jr.</i> <b>HENRY B. AIRTH, JR.</b>												
<table border="1" style="width: 100%; border-collapse: collapse;"> <tr><td>NAME</td><td>Alfred G. Smith, Esq.</td></tr> <tr><td>ADDRESS</td><td>Shutts &amp; Bowen</td></tr> <tr><td></td><td>100 Chopin Plaza</td></tr> <tr><td>CITY</td><td>Miami</td></tr> <tr><td>STATE</td><td>FL</td></tr> <tr><td></td><td>ZIP CODE 33131</td></tr> </table>	NAME	Alfred G. Smith, Esq.	ADDRESS	Shutts & Bowen		100 Chopin Plaza	CITY	Miami	STATE	FL		ZIP CODE 33131	<b>12.</b> SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  <b>SEE ATTACHED SHEET</b>
NAME	Alfred G. Smith, Esq.												
ADDRESS	Shutts & Bowen												
	100 Chopin Plaza												
CITY	Miami												
STATE	FL												
	ZIP CODE 33131												

This financing statement has been filed to reflect the pledge of the debtor's limited partnership interest (the "Interest") in Maryland Cable Limited Partnership, a Maryland limited partnership (the "Partnership"), as collateral for the repayment of a certain promissory note made by the debtor in favor of the partnership.

The Partnership has assigned its security interest in the Interest to the following secured parties:

St. Charles CATV, Inc. and  
Chasco Cablevision, Ltd.  
222 Smallwood Village Center  
Waldorf, Maryland 20601

St. Charles CATV, Inc., and Chasco Cablevision, Ltd., have in turn assigned their security interest in the Interest to the following secured party:

Interstate St. Charles, Inc.  
222 Smallwood Village Center  
Waldorf, Maryland 20601

Interstate St. Charles, Inc., has in turn assigned its security interest in the Interest to the following secured party:

Chemical Bank  
The Real Estate Division  
633 Third Avenue  
New York, New York 10017

St. Charles CATV, Inc., Chasco Cablevision, Ltd., Interstate St. Charles, Inc., and Chemical Bank are all secured parties for purposes of this financing statement.

Mailed to Secured Party

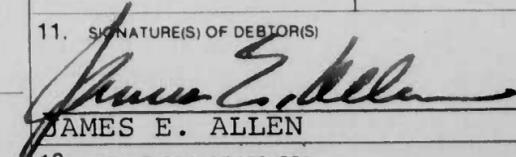
**STATE OF FLORIDA**  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**  
 THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

Seminole Form UCC-1

<p>DEBTOR (Last Name First if a Person)                  NAME  <b>1A ALLEN, JAMES E.</b>                  MAILING ADDRESS                  12 Ives Drive                  CITY Severna Park STATE MD 21146</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)                  NAME  <b>1B</b>                  MAILING ADDRESS                  CITY STATE</p> <p>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)                  NAME  <b>1C</b>                  MAILING ADDRESS                  CITY STATE</p> <p>SECURED PARTY (Last Name First if a Person)                  NAME  <b>2A SEE ATTACHED SHEET</b>                  MAILING ADDRESS                  CITY STATE</p> <p>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)                  NAME  <b>2B SEE ATTACHED SHEET</b>                  MAILING ADDRESS                  CITY STATE</p> <p>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)                  NAME  <b>3 SEE ATTACHED SHEET</b>                  MAILING ADDRESS                  CITY STATE</p>	<p>THIS SPACE FOR USE OF FILING OFFICER                  Date, Time, Number &amp; Filing Office</p> <p align="right">BOOK 501 PAGE 86</p> <p align="center">262864</p> <p align="right">RECORD FEE 11.00                  POSTAGE 1.50                  #17093 C.345 001 713:49                  JUL 23 1986</p> <p align="center">CR CLERK</p> <p align="right">1986 JUL 23 PM 2:30</p> <p align="right">MURPHY &amp; COLLISON                  CLERK</p> <p>AUDIT UPDATE</p> <p>VALIDATION INFORMATION</p>
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4. This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11"

Limited Partnership Interest(s) in Maryland Cable Limited Partnership, a Maryland limited partnership, whose principal address is 222 Smallwood Village Center, Waldorf, Maryland 20601.

<p>5. Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.</p> <p>6. Filed with:</p> <p>8. (Check <input type="checkbox"/>) <input checked="" type="checkbox"/> All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.                  X Florida Documentary Stamp Tax is not required</p> <p>9. This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so)  <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.  <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.  <input type="checkbox"/> as to which the filing has lapsed.  <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the  <input type="checkbox"/> debtor or <input type="checkbox"/> secured party</p> <p>13. Return copy to:</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr><td>NAME</td><td>Alfred G. Smith, Esq.</td></tr> <tr><td>ADDRESS</td><td>Shutts &amp; Bowen</td></tr> <tr><td></td><td>100 Chopin Plaza</td></tr> <tr><td>CITY</td><td>Miami</td></tr> <tr><td>STATE</td><td>FL</td></tr> <tr><td></td><td>ZIP CODE 33131</td></tr> </table>	NAME	Alfred G. Smith, Esq.	ADDRESS	Shutts & Bowen		100 Chopin Plaza	CITY	Miami	STATE	FL		ZIP CODE 33131	<p>7. No. of additional Sheets presented:                  ONE</p> <p>10. (Check <input type="checkbox"/> if so)  <input type="checkbox"/> Debtor is a transmitting utility  <input type="checkbox"/> Products of collateral are covered</p> <p>11. SIGNATURE(S) OF DEBTOR(S)                    JAMES E. ALLEN</p> <p>12. SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE                  SEE ATTACHED SHEET</p>
NAME	Alfred G. Smith, Esq.												
ADDRESS	Shutts & Bowen												
	100 Chopin Plaza												
CITY	Miami												
STATE	FL												
	ZIP CODE 33131												

FILING OFFICER COPY

STANDARD FORM — FORM UCC-1

Approved by Secretary of State, State of Florida

This financing statement has been filed to reflect the pledge of the debtor's limited partnership interest (the "Interest") in Maryland Cable Limited Partnership, a Maryland limited partnership (the "Partnership"), as collateral for the repayment of a certain promissory note made by the debtor in favor of the partnership.

The Partnership has assigned its security interest in the Interest to the following secured parties:

St. Charles CATV, Inc. and  
Chasco Cablevision, Ltd.  
222 Smallwood Village Center  
Waldorf, Maryland 20601

St. Charles CATV, Inc., and Chasco Cablevision, Ltd., have in turn assigned their security interest in the Interest to the following secured party:

Interstate St. Charles, Inc.  
222 Smallwood Village Center  
Waldorf, Maryland 20601

Interstate St. Charles, Inc., has in turn assigned its security interest in the Interest to the following secured party:

Chemical Bank  
The Real Estate Division  
633 Third Avenue  
New York, New York 10017

St. Charles CATV, Inc., Chasco Cablevision, Ltd., Interstate St. Charles, Inc., and Chemical Bank are all secured parties for purposes of this financing statement.

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.  
Address 2729 Solomons Island Road, Edgewater, Md. 21037

2. SECURED PARTY

Name L. B. Smith, Inc.  
Address P.O.Box 8658, Baltimore, Md. 21240

RECORD FEE 11.00  
7/27/86 5777 AM 11:58  
JUL 23 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One Terex Model TS-14B Scraper, s/n 73052  
SECURED NOT SUBJECT TO RECORDATION TAX.  
TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



Mailed to Secured Party

\_\_\_\_\_  
(Signature of Debtor)  
Reds Dove, Inc.  
Type or Print Above Name on Above Line

[Signature]  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

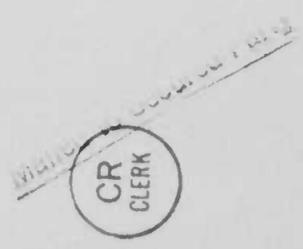
[Signature]  
(Signature of Secured Party)  
L.B. Smith, Inc., Bruce Dean/Business Mgr.  
Type or Print Above Signature on Above Line

1986 JUL 23 PM 2:31  
CLERK COLLISON

11

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<p>1 Debtor(s) (Last Name First) and address(es)          Defense Electronics Div.          Gould, Inc.          10 Gould Center          Rolling Meadows, IL. 60008</p>	<p>2 Secured Party(ies) and address(es)          Equitable Life Leasing Corporation          1111 E. Touhy Ave. Suite 340          Des Plaines, Illinois 60018</p>	<p>3 Maturity date (if any)</p> <p>For Filing Officer          (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 11.00          POSTAGE .50          1171M CTT R01 113:59          JUL 23 1986</p>
<p>4 This financing statement covers the following types (or items) of property:          "Property leased or to be leased under that certain Master          Equipment Lease Agreement No. 130249, dated Oct. 31, 1984,          between Debtor, as Lessee and Secured Party, as Lessor and all          Rental Schedules thereunder, including but not limited to          various data processing, office equipment or production equipment.          This transaction is a lease and is not intended by the parties to          be a secured transaction; filing is intended to make the lease a          matter of public record."</p>		<p>5 ASSIGNEE OF SECURED PARTY</p>
<p>6 Complete only when filing with Judge of Probate:          The initial indebtedness secured by the financing statement is \$ _____ NOT SUBJECT TO RECORDATION TAX</p>		
<p>Check <input checked="" type="checkbox"/> If covered: <input type="checkbox"/> Proceeds of Collateral are also covered <input type="checkbox"/> Products of Collateral are also covered No. of additional Sheets presented: _____</p>		
<p>Filed with County Recorder - Anne Arundel          Gould, Inc.          By: <i>William H. [Signature]</i> Signature(s) of Debtor(s)          Equitable Life Leasing Corporation          By: <i>Jennifer [Signature]</i> Signature of Secured Party</p>		
<p>(STANDARD)          (1) FILING OFFICER COPY - ALPHABETICAL</p>		



1986 JUL 23 PM 2:31  
 JIMMY COLLISON  
 CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262867

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NONE

If this statement is to be recorded in land records check here.

"NOT SUBJECT TO RECORDATION TAX"

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code. BOOK 501 PAGE 90

1. DEBTOR

Name Thos. Somerville Company
Address 4900 6th Street, Washington, D.C. 20011

RECORD FEE 11.00
JUL 23 86

2. SECURED PARTY

Name Sovran Leasing Corporation
Address 1510 Willow Lawn Drive
PO Box 8765, Richmond, Virginia 23226

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list) NSA #86062
5/81/1/81\* New GMC Trucks more particularly described on the Schedule of Equipment attached hereto. PLUS ALL ATTACHMENTS THERETO.

\* Five (5)

1986 JUL 23 PM 2:31

AUSLEY COLLISON

CR CLERK

"AT THE TERM OF THE LEASE, THE EQUIPMENT BECOMES THE PROPERTY OF THE DEBTOR AFTER FULL PAYMENT OF ALL RENT"

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

THOS. SOMERVILLE COMPANY

(Signature of Debtor)
Patrick J. McGowan
Director of Finance
Type or Print Above Name on Above Line

(Signature of Debtor)
Type or Print Above Signature on Above Line

SOVRAN LEASING CORPORATION

(Signature of Secured Party)
J. Harold McKissick, President
Type or Print Above Signature on Above Line

//

SCHEDULE OF EQUIPMENT  
THOS. SOMERVILLE COMPANY

Note & Security Agreement #86062

Page 1 of 1  
SERIAL NUMBERS

<u>QUANTITY</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>SERIAL NUMBERS</u>
1	New GMC Model C7D042 Single Axle Truck with 22' Federline Van Body and 2000 lb. lift gate	1GDL7D1G0GV536015 68625 - Body
<u>EQUIPMENT LOCATION:</u> 425 Nelson Street Chambersburg, Pennsylvania 17201 Franklin County		

1	New GMC Model C7D042 Single Axle Truck with 22' Federline Van Body and 2000 lb. lift gate	1GDL7D1G3GV536025 68627 - Body
<del>2</del>	<i>gmc</i> <del>New GMC Model C7D042 Single Axle Truck with 22' Federline Stake Bodies and 2000 lb. lift gates</del>	
1	New GMC Model TC31403 12' Stake Body Truck with Header & Lift Gate	1GDHC34M1GS527256 78602 - Body
<u>EQUIPMENT LOCATION:</u> 2349 Solomons Island Road Annapolis, Maryland 21402 Anne Arundel County		

1	New GMC Model C7D042 Single Axle Truck with 22' Federline Van Body and 2000 lb. lift gate	1GDL7D1GXGV536037 68626 - Body
<u>EQUIPMENT LOCATION:</u> 441 Southlake Drive Richmond, Virginia 23236 City of Richmond		

<i>gmc</i> /1/	<del>New GMC Model C7D042 Single Axle Truck with 22' Federline Stake Body and 2000 lb. lift gates</del>	
1	New GMC Model TC31403 12' Stake Body Truck with Header & Lift Gate	1GDHC34M2GS527265 78603 - Body
<u>EQUIPMENT LOCATION:</u> 9825 Lee Highway Fairfax, Virginia 22030 City of Fairfax		

THOS. SOMERVILLE COMPANY

BY: *Patrick J. McGowan*  
Patrick J. McGowan  
Director of Finance

Date: July 15, 1986

Mailed to Secured Party

862868

UNIFORM COMMERCIAL CODE

STATE OF INDIANA  
FINANCING STATEMENT

FORM UCC-1

INSTRUCTIONS

1. Please type this form. Fold only along perforation for mailing.
2. Remove Secured Party and Debtor copies and send other three copies with interleaved carbon paper to the filing officer. Enclose filing fee of \$1.00 (plus \$ .50 if collateral is or to become a fixture).
3. When filing is to be with more than one office, Form UCC-2 may be placed over this set to avoid double typing.
4. If the space provided for any item(s) is inadequate, the item(s) may be continued on additional sheets, preferably 5"x 8" or sizes convenient to secured party in case of long schedules, indentures, etc. Only one sheet is required. Extra names of debtors may be continued below box "1" in space for description of property.
5. If the collateral is crops or goods which are or are to become fixtures, describe the goods and also the real estate with the name of the record owner if he is other than the debtor.
6. Persons filing a security agreement (as distinguished from a financing statement) are urged to complete this form with or without signature and send with security agreement.
7. If collateral is goods which are or are to become fixtures, use Form UCC-1a over this Form to avoid double typing, and enclose regular fee plus \$ .50.
8. The filing officer will return the third page of this Form as an acknowledgment. Secured party at a later time may use third page as a Termination Statement by dating and signing the termination legend on that page.

This Financing Statement is presented to Filing Officer for filing pursuant to the UCC:

<p>1 Debtor(s) (Last Name First) and Address(es)</p> <p>Smitty's Auto and Truck Parts 8229 B &amp; A Boulevard Pasadena, MD 21122</p>	<p>2 Secured Party(ies) and Address(es)</p> <p>Graves Body Crusher 6864 SR 1 Spencerville, IN 46788</p>	<p>3 Maturity Date (if any):</p> <p>For Filing Officer (Date, Time, Number, and Filing Office)</p> <p>RECORD FEE 11.00 POSTAGE .50 117104 077 R01 114702 JUL 23 86</p>
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4 This financing statement covers the following types (or items) of property (also describe realty where collateral is crops or fixtures):

78291 Graves Body Crusher and/or two hundred junk cars

RECORDED  
INDEXED  
JUL 23 1986  
CLERK

Assignee of Secured Party

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so):

- under a security agreement signed by debtor authorizing secured party to file this statement, or
- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the following described original collateral which was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:  Secretary of State  Recorder of \_\_\_\_\_ County

Bus for Smitty's Auto and Truck parts Graves Body Crusher

By: Gary Clark Signature(s) of Debtor(s) By: Rose Graves Signature(s) of Secured Party

(1) Filing Officer Copy—Alphabetical

FORM UCC-1—INDIANA UNIFORM COMMERCIAL CODE

Approved by: Charles O. Hendricks  
Secretary of State



Mailed to Secured Party

262869

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and Address(es): S & B Discount Auto Supply, Inc. 6886 Old Annapolis Road Baltimore, Maryland 21090		2. Secured Party(ies) Name(s) and Address(es): United Consolidated Industries, Inc. 415 West Main Street Rochester, NY 14614		3. <input type="checkbox"/> The Debtor is a transmitting utility. 4. For Filing Officer: Date, Time, No. Filing Office
5. This Financing Statement covers the following types (or items) of property: All of the Debtor's personal property now or hereafter existing or acquired, of any type or description wherever located, including, but not limited to, all inventory of the debtor, now owned or hereafter acquired and wherever located; all debtor's equipment now owned or hereafter acquired and wherever located, <input type="checkbox"/> Products of the Collateral are also covered.			6. Assignee(s) of Secured Party and Address(es)	
8. Describe Real Estate Here: Recordation Tax does not apply		9. Name of a Record Owner		7. <input type="checkbox"/> The described crops are growing or to be grown on.* <input type="checkbox"/> The described goods are or are to be affixed to.* <input type="checkbox"/> The lumber to be cut or minerals or the like (including oil and gas) is on.* *(Describe Real Estate Below)
10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box) <input type="checkbox"/> under a security agreement signed by debtor authorizing secured party to file this statement, or <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the collateral was brought into the state, or <input type="checkbox"/> when the debtor's location was changed to this state.				
By <u>Stuart S. Shubrow</u> Signature(s) of Debtor(s)		By <u>[Signature]</u> Signature(s) of Secured Party(ies)		

(1) Filing Officer Copy-Numerical (5/82)  
STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

RECORD FEE 11.00  
POSTAGE 50  
111130 0777 RM 114:54  
JUL 23 1986

Filed to Secured Party

RECEIVED FOR RECORD  
ANN ARUNDEL COUNTY  
1986 JUL 23 PM 4:07  
E. AUBREY COLLISON  
CLERK

BOOK 501 PAGE 94

continued

employed in the operation of debtor's business; all of the debtor's contract rights, accounts, general intangibles, instruments, investment, securities, chattel paper, notes, drafts, acceptances, together with all property of every description, now or hereafter in the possession or custody of or in transit or as to which the debtor may have any right or power; and all substitutions therefor, all additions thereto, and all proceeds thereof and products of each of the foregoing in any form whatsoever.

Mailed to Secured Party.

NOT SUBJECT TO RECORDATION TAX STATE OF MARYLAND  
CONDITIONAL SALES CONTRACT

BOOK 501 PAGE 95

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262870

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 7-14-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J. E. Smith, Inc.  
Address 4108 Old Muddy Creek Road, Edgewater, Md. 21037

RECORD FEE 11.00  
POSTAGE 5.00  
7/17/86 0771 11:25:56  
JUL 23 1986

2. SECURED PARTY

Name DiMarzo and Dellinger Truck Sales, Inc.  
Address 1312 Ritchie Road,  
Capitol Heights, Md. 20743

Person And Address To Whom Statement Is To Be Returned If Different From Above.  
ITT Commercial Finance Corp., P. O. Box 12809, Pittsburgh, Pa. 15241

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

14' R/S Steel Dump Body, Serial No. 86030486 mounted on 1986 Marmon chassis, serial number 1JUCEB186G1000372

Name and address of Assignee  
ITT Commercial Finance Corp.  
P. O. Box 12809  
Pittsburgh, Pa. 15241

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

J. E. Smith  
(Signature of Debtor)

James E. Smith  
Type or Print Above Name on Above Line

James E. Smith  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Mailed to Secured Party

Bernard B. DiMarzo  
(Signature of Secured Party)  
Bernard B. DiMarzo  
Type or Print Above Signature on Above Line

CR CLERK

RECEIVED IN RECORDS SECTION  
1986 JUL 23 PM 4:07  
E. AUBREY COLLISON  
CLERK

1100 90

BOOK 501 PAGE 96 262871

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		No. of Additional Sheets Presented	3. <input type="checkbox"/> The Debtor is a transmitting utility.
1. Debtor(s) (Last Name First) and Address(es) CIS Corporation 1000 James Street P.O. Box 6789 Syracuse, NY 13217	2. Secured Party(ies) Name(s) and Address(es) Chase Lincoln First Bank, One Lincoln Center P.O. Box 4911 Syracuse, NY 13221	4. For Filing Officer: Date, Time, No. Filing Office N.A.	

FORM FEE 13.00  
POSTAGE .50

5. This Financing Statement covers the following types (or items) of property:  
All corresponding Equipment, Insurance, the corresponding Lease, and the proceeds of all thereof, as such terms are defined and described in Schedule A to Promissory Note annexed hereto  
RE: Trans. # 4258-02 ARA Services

6. Assignee(s) of Secured Party and Address(es):  
NOT SUBJECT TO RECORDATION  
TAX THE COLLATERAL IS DESCRIBED IN DEBTOR'S BUSINESS INVENTORY

7.  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
 The lumber to be cut or minerals or the like (including oil and gas) is on.  
\*(Describe Real Estate Below)

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records:

9. Name of a Record Owner

No. & Street                      Town or City                      County                      Section                      Block                      Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)  
 under a security agreement signed by debtor authorizing secured party to file this statement, or  
 which is proceeds of the original collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the debtor, or  as to which the filing has lapsed, or already subject to a security interest in another jurisdiction:  
 when the collateral was brought into the state, or  when the debtor's location was changed to this state.

CIS Corporation                      Chase Lincoln First Bank, N.A.  
 By Lynn M. Carrol, Sr. Finance Rep. by Cheryl Furtel  
 Signature(s) of Debtor(s)                      Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Numerical  
 (5/82)                      STANDARD FORM - FORM UCC-1 - Approved by Secretary of State of New York

Mailed to Secured Party

RECEIVED FOR RECORD  
 1986 JUL 23 PM 4:07  
 E. AUBREY COLLISON  
 CLERK

pg 1072

BOOK 501 PAGE 97

Description of Equipment

The following computer equipment manufactured by Innewell Informations Systems

<u>Quantity</u>	<u>Machine Type</u>	<u>Model/ Feature</u>	<u>Description</u>	<u>Serial Number</u>	<u>Original Location Code</u>
-----------------	---------------------	-----------------------	--------------------	----------------------	-------------------------------

See Attachments

TOGETHER WITH any and all substitutions, replacements, and accessions thereto and therefor, parts, fittings, accessories or upgrades, whether now owned or hereafter acquired and the proceeds hereof and any product or mass into which the foregoing shall have been manufactured, processed or assembled, and the proceeds of any and all of the foregoing (collectively, the "Corresponding Equipment"), and a insurance covering the Corresponding Equipment against risk of fire, theft or any other physical damage or loss whatsoever, the "Insurance".

The Corresponding Equipment is leased by ITS Corporation as lessor to APA Services, Inc. as lessee pursuant to Equipment Schedules Numbered 4253-02 each dated March 24 1985 under the Master Equipment Lease Agreement dated June 10 1985 between Borrower and APA Services, Inc. as lessee, the "Corresponding Lease".

Address of Original Location(s) of Equipment

Original Location Code

See Attachments

BOOK 501 PAGE 98

pg 2072

Attachment A to UCC-1 Form

LESSEE: ARA Services, Inc.

EQUIPMENT:

<u>QUANTITY</u>	<u>MANUFACTURER</u>	<u>MACHINE</u>	<u>SERIAL NUMBER</u>
1	Honeywell	CPX9874	LWR61005087
1	Honeywell	DCM9806	
1	Honeywell	MTU9875	
1	Honeywell	PRU7272	ZCSR2409862

Mailed to Secured Party

EQUIPMENT LOCATION:

Westinghouse Corp.  
Route 170 S. Campmead Rd.  
Westinghouse, Gate 1  
Baltimore, MD 21240

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) TriContinental Leasing Corporation, P. O. Box 907 95 North Route 17 South Paramus, New Jersey 07653	2. Secured Party(ies) and address(es) Investors Savings & Loan Association 249 Millburn Avenue Millburn, New Jersey 07041	For Filing Officer (Date, Time, Number, and Filing Office)  RECORDED FE 11.00 FILING FEE .50 JUL 23 0777 PM 114:58 JUL 23 86
4. This financing statement covers the following types (or items) of property:  Lease #76-21-25102 (#223) kf Lessee: Joseph F. Bee, DDS, PA Equipment Location: 4330 Mountain Road Pasadena, Maryland 21122 Equipment: See attached Schedule "A"		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:  
Filed with: Anne Arundel County

TRI-CONTINENTAL LEASING CORPORATION

INVESTORS SAVINGS & LOAN ASSOCIATION

By: \_\_\_\_\_  
Signature(s) of Debtor(s)

By: \_\_\_\_\_  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

RECEIVED FOR RECORD  
CLERK COURT, ANNE ARUNDEL COUNTY

1986 JUL 23 PM 4:07

E. AUBREY COLLISON  
CLERK



**TriContinental**  
Leasing Corporation  
A Bell Atlantic Company

P.O. Box 907  
Paramus, New Jersey 07653

BOOK 501 PAGE 100

Schedule "A" to Agreement between TRICONTINENTAL LEASING CORPORATION,

and Joseph F. Bee, DDS, PA

Dated 1-15-86

- 1 - Quality Systems, Inc. D-1 Computer System Comprised of:
  - 1 - CPU W/Cabinet Including Operating System, Printer Interface, Real Time Clock, and
  - 2 - 4-Port Multiplexors
  - 1 - 150 LPM MVP Printer With Stand
  - 3 - CRTS With Detachable Keyboards
  - 1 - Auxiliary Printer
  - 1 - 40MB Disc/Tape Controller
  - 1 - 40MB Sealed Disc Drive
  - 1 - Tape Drive
  - 6 - Tape Volumes
  - 1 - Cabinetry
  - 1 - Power Conditioner
  - 1 - QSI Dental System License Plus Income Allocation
  - 1 - D-1 System Training, Data Base Conversion, Client Managing, System Generation, Test Cable and Wall Connectors, and EIA Panel With 16 Connectors
- 1 - Ortho and Health Care Membership

Mailed to Secured Party

PAGE 1 OF 1

*(Handwritten signature)*

BOOK 501 PAGE 101

262873

FINANCING STATEMENT

DEBTOR:

CYPRESS PROMOTIONS LTD.  
201 Balto.-Annap. Blvd.  
Severna Park, MD 21146



SECURED PARTIES:

Frank Coniglio  
201 LaPuerta Way  
Palm Beach, FL 33480

RECORDS FEE 11-00  
POSTAGE -50  
TOTAL FEE 201 116-06  
JUL 23 86

This financing statement covers the following types of property:

- A. All equipment, materials used or consumed in Debtor's business, now owned or hereafter acquired
- B. All inventory now owned or hereafter acquired
- C. All proceeds of and contract rights relating to any and all secured property.

CR CLERK  
1966 JUL 23 4:08  
E. AUBREY COLLISON  
CLERK

Attest:

CYPRESS PROMOTIONS, LTD.

Secretary W. W. WESS

By: Judy Shoemaker  
President

Witness W. W. WESS

Frank Coniglio

Mailed to Secured Party

THIS TRANSACTION IS NOT SUBJECT  
TO RECORDATION TAXES

262874

MARYLAND FINANCING STATEMENT AMENDMENT

This Statement Refers To Original Financing Statement

Roll No. 455

Page No. 110

Identification No. 244649

Dated Oct. 18, 1982

1. Debtor(s) [ Joseph Camac Company, Inc.  
 Name or Names - Print or Type

8031 Ritchie Hwy. Pasadena Maryland 21122  
 Address - Street No., City-County State Zip Code

2. Secured Party [ The First National Bank Of Maryland  
 Name or Names - Print or Type

25 South Charles Street Baltimore Maryland 21202  
 Address - Street No., City-County State Zip Code

3 Maturity Date (if any) \_\_\_\_\_

4. The above referenced Financing Statement is amended as follows: (attach separate list if necessary)

Please change the above debtor address to read:

4501 Curtis Avenue  
Baltimore, Maryland 21226

RECORD FEE 10.00  
 FILING FEE .50  
 112-071 AM 114406  
 JUL 23 86

1986 JUL 23 PM 4:08  
 CLERK'S COLLEGE



DEBTOR

SECURED PARTY (OR ASSIGNEE)

Joseph Camac Company, Inc.  
[Signature]  
 (Signature)

\_\_\_\_\_  
 \_\_\_\_\_

THE FIRST NATIONAL BANK OF MARYLAND  
[Signature]  
 (Signature of Loan Officer)  
BR Wallace LOAN OFFICER  
 (Print Name and Title)

\_\_\_\_\_  
 \_\_\_\_\_  
 (Address)

Mailed to Secured Party

262875

BOOK 501 PAGE 103

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and address(es)</b> Gould Inc., Ocean Systems Div. 6711 Baymeadow Drive Glen Burnie, MD 21061	<b>2 Secured Party(ies) and address(es)</b> CBC LEASING, Division of Capitol Bank & Trust of Chicago 4801 West Fullerton Avenue Chicago, IL 60639 VJM	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 JUL 14 6 11 AM '86 JUL 23 1986
---	--	--

**4 This financing statement covers the following types (or items) of property:**  
 Collateral: Equipment as listed on Exhibit A attached hereto (including any and all repairs, substitutions and replacements thereof and any and all features, modifications, and additions thereto), together with any and all proceeds and payments therefrom and thereunder, and all proceeds of the foregoing collateral.

Equipment Location: Gould Inc., Ocean Systems Division  
 6711 Baymeadow Drive  
 Glen Burnie, MD 21061

**ASSIGNEE OF SECURED PARTY**

NOT SUBJECT TO RECORDATION TAX

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented: 1

Filed with: COUNTY RECORDER - ANNE ARUNDEL, MD

..... GOULD, INC. ....  
 By: *Walter R. [Signature]* Signature(s) of Debtor(s)

By: *James Murphy* Signature of Secured Party

(STANDARD)  
 (1) FILING OFFICER COPY - ALPHABETICAL UCC-1 Modern Law Forms CHICAGO

Wanted to secured party

RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

1986 JUL 23 PM 4:08

E. AUBREY COLLISON  
CLERK



## EXHIBIT A

Equipment Location: Gould Inc.  
6711 Baymeadow Drive  
Glen Burnie, MD 21061

<u>QUANTITY</u>	<u>MODEL/DESCRIPTION</u>	<u>AMOUNT</u>
	Hewlett-Packard Rockville, MD 20850:	
1	45851A HP 150-II Computer	
1	9123D Disk Drive for HP 150-II	
2	2603A HP Printer	
2	132426 Cable for 2603A	
2	26030A Form Tractor for 2603A	
1	2392A HP Display Terminal	
1	2392A/092 Option for 2392A Terminal 25-PIN RS-232-C	
1	2225D Thinkjet Printer	
1	45851A HP Touchscreen II	
1	9123D Disk Drive for HP Touchscreen II	
1	35723A HP Touch Accessory	
1	45631A 256K RAM Board for HP Touchscreen II	
1	75005A HPWORD/15D	
1	2686A Laserjet Printer	
1	2686A/300 Option 300 for Laserjet Printer	
1	45418A Executive Memomarker	
1	45482A Lotus 1-2-3	
1	2603A HP Daisy Wheel Printer	
1	13242G Cable for 2603A	
1	72435A Vectra PC 256K & 1.2M Drive	
1	45816 M 20 MByte Internal Hard Disk	
1	35731A 12" Monochrome Monitor	
2	HP2225D Printer	
2	13242-60010 Cable	

Mailed to Secured Party

262876

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
tion tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Henson, James E. T/A J. E. Henson Excavating  
Address Box 361 Whites Road, Severna Park, MD 21146

RECORD FEE 22.00  
POSTAGE .50  
JUL 23 1986  
JUL 23 86

2. SECURED PARTY

Name Elliott & Frantz, Inc.  
Address 1400 Cherry Hill Road, Baltimore, MD 21225

Credit Alliance Corporation, P. O. Box 1680, 500 DiGiulian Blvd., Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P. O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

James E. Henson T/A J. E. Henson Excavating

James E. Henson  
(Signature of Debtor)

James E. Henson Pres  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Elliott & Frantz, Inc.

Robert L. Schoeffler  
(Signature of Secured Party)

Robert L Schoeffler V.P

Type or Print Above Signature on Above Line



1986 JUL 23 PM 4:10

E. AUBREY COLLISON  
CLERK

22.00 50

ASSIGNMENT

BOOK 501 PAGE 100

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 15, 1986 between Elliott & Frantz, Inc. as Seller/Lessor/Mortgagee, and James E. Henson T/A J. E. Henson Excavating, Box 361 Whites Road, Severna Park, MD 21146 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmaturred instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and/or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 60,189.48 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 15th day of July, 19 86

Elliott & Frantz, Inc. (Seal)  
(Seller/Lessor/Mortgagee)  
By: Robert L. Schaeffer

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

CONDITIONAL SALE CONTRACT NOTE

TO: Elliott & Frantz, Inc. FROM: James E. Henson T/A J. E. Henson Excavating
1400 Cherry Hill Road, Baltimore, MD 21225 Box 361 Whites Road, Severna Park, MD 21146

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like (1) TIME SALES PRICE, (2) Less DOWN PAYMENT IN CASH, (3) Less DOWN PAYMENT IN GOODS, (4) CONTRACT PRICE (Time Balance). Total contract price is \$60,189.48.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Sixty thousand one hundred eighty nine and 48/100 Dollars (\$ 60,189.48)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 16th day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 1,671.93 and the final installment being in the amount of \$ 1,671.93

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: July 15, 19 86
Accepted: Elliott & Frantz, Inc. (SEAL) James E. Henson T/A J. E. Henson Excavating (SEAL)
By: Robert L. Schaeffer (Witness as to Buyer's and Co-Maker's Signature) By: James E. Henson (Print Name of Co-Buyer-Maker Here) (SEAL)
By: (Witness as to Buyer's and Co-Maker's Signature) By: (Print Name of Co-Buyer-Maker Here)

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisalment, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

_____ (L.S.)		_____ (L.S.)
(Guarantor-Endorser)		(Guarantor-Endorser)
_____ (L.S.)		_____ (L.S.)
(Guarantor-Endorser)		(Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 By: \_\_\_\_\_

BOOK 108 PAGE 109

SCHEDULE "A"

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 15 19 86 between the under-  
signed.

ANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL	SERIAL NO.
One (1)	Used Fiat-Allis Wheel Loader  Without limiting any of the terms and conditions of the above-mentioned Conditional Sale Contract Note, Buyer grants to Holder a Security Interest in goods, inventory and equipment including but not limited to the following:	FR12	79M00242
One (1)	Used Fiat-Allis Wheel Loader	1978 545B	21C05982

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgageor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Elliott & Frantz, Inc.

Robert L. Schaeffer

Purchaser, Mortgageor or Lessee:

James E. Henson T/A J. E. Henson Excavating

By: James E. Henson

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

UCC-1

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

LESSEE  
 1. ~~XXXX~~ Automotive and Emission Services, Inc.  
(Name or Names)  
8249 Ritchie Highway Pasadena, Md. 21122  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

LESSOR:  
 2. ~~XXXXXXXXXX~~ Laureldale Leasing Associates  
(Name or Names)  
16 S. Calvert St., #400  
Baltimore, MD 21202  
(Address)

3. ASSIGNEE (if any)  
 of SECURED PARTY: Union Trust Bank  
7 St. Paul St.  
Baltimore, MD 21202  
(Name or Names)  
(Address)

4. This Financing Statement covers the following types (or items) of property:

One-Allen Smart Business System Model #81-400  
 Serial Number # TY-18738, 854227, 83588

RECORD FEE 11.00  
 JUL 23 1986  
 JUL 23 86

1986 JUL 23 PM 4:11  
 E. AUBREY COLLISON  
 CLERK  
 CLERK

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S):  
Automotive and Emissions Service, Inc.  
 By: Ferd Napfel President  
(Title)  
Ferd Napfel (Pres.)  
(Type or print name of person signing)

SECURED PARTY: Mailed to Secured Party  
 By: Emm Deustoda  
(Type or print name of person signing)

By: \_\_\_\_\_  
(Title)  
 \_\_\_\_\_  
(Type or print name of person signing)

Return To: Laureldale Leasing Associates, 16 S. Calvert St., Suite 400, Balti. MD 21202

BOOK 501 PAGE 111

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

.....*J. Kelly*..... 1986

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. ....*274028*..... in Office of .....*C. Clark of Court*.....*A.A. Land*  
(Filing Officer) (County and State)

Debtor or Debtors (name and Address):  
*Jurone A. Hyllis Booth*  
*315 Chester Ave*  
*Annapolis MD 21401*

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

*Thurston Bell Finance Corp. III*  
Secured Party  
By .....*[Signature]*.....  
Its Branch Office Manager

CLERK OF COURT  
1986 JUL 23 PM 4:11  
E. ABBREY COLLISON  
CLERK

*150*

RECORDED BY 10.00  
FEE .50  
JUL 23 86

FINANCING STATEMENT (FORM UCC-1)

BOOK 501 PAGE 112

Identifying File No. \_\_\_\_\_

Not Subject to Recording Tax  
(Lease Agreement with Nominal Purchase Option) 262878

1. LESSEE:

MR. TIRE, INC.  
7223 Ambassador Road  
Baltimore, Md. 21207

2. LESSOR:

BUTLER AND COMPANY, INC.  
8726 TOWN & COUNTRY BOULEVARD, SUITE 205  
P. O. BOX 505  
ELLICOTT CITY, MD 21043-0505

RECORD FEE 13.00  
POSTAGE .50  
JUL 23 1986 11:15 AM  
R01 T15:18  
C777

3. ASSIGNEE (if any) OF LESSOR:

Commercial/Consumer Loan Dept.  
FIRST FEDERAL SAVINGS & LOAN  
ASSOCIATION OF ANNAPOLIS  
1832 George Avenue  
Annapolis, MD 21401

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)  
(X) If checked, see Schedule of Equipment attached hereto and made a part hereof.

CR  
CLERK

1986 JUL 23 PM 4:12  
E. AUBREY COLLISON  
CLERK

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

MR. TIRE, INC.  
Name of Lessee

BUTLER AND COMPANY, INC.  
Name of Lessor

BY: J. Fredric Tomarchio  
Signature of Lessee

BY: Deborah Stran-Scherr  
Signature of Lessor

J. Pres. FREDRIC TOMARCHIO  
Type or Print Name, include title

DEBORAH STRAN-SCHERR, CREDIT MANAGER  
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:  
BUTLER AND COMPANY, INC.  
8726 Town & Country Boulevard, Suite 205  
P. O. Box 505  
Ellicott City, MD 21043-0505

2128

1350

## EQUIPMENT SCHEDULE

QUANTITYDESCRIPTION

EQUIPMENT LOCATED AT: 7224 N. Ritchie Highway, Glen Burnie, Md. 21061

1	771-FMC Front End Rack with Slip Plate- #A71DD022
1	68297-Rear Slip Plate
1	72-Turn Tables
1	68289-Loose Parts Rack
1	68292-Assembly-LH Runway
1	68293-Assembly-RH Runway
2	68-FMC Jacks-Rail Mounted s/n AS1DD026 and s/n AS1DD048
1	5000-FMC Computer Alignments/n B51DD057
1	81007-Riser & Spacer
1	80576-Cable Boom Assembly
1	81006-Cabinet
1	81005-Brain-115V
1	96-Pedal Depressor Assembly
1	55502-Clamp Assembly (Bear)
1	82399-Merchandising Package
1	81058-FMC Calibration Kit For 5000 Alignment
1	752-Bolster For Twin Post
1	7600-FMC Tire Changer s/n L12DD107
1	67BSC-FMC Brake Lathe s/n J21ED158
1	601-Drum/Disc Lathe
1	90240-Drum Mic
1	90873-Sign Kit
1	671-Base With Chip Tray
1	90317-Rotor Micrometer
1	90644-Rotor-Truer
1	90038-Assembly-90578, 90490, 90198, 90194, 90196, 90195, 90191
1	90527-Hubless Rotor Adapter Set
1	90526-Floating Drum Attachment
1	90061-Small Rotor Adapter

## EQUIPMENT SCHEDULE

QUANTITYDESCRIPTION

EQUIPMENT LOCATED AT: 5603 Baltimore National Pike, Baltimore, Md. 21228

1 2771-FMC Lifts Above Ground s/n 7603369  
1 2771-FMC Lifts Above Ground s/n 7603364  
1 67BSC-FMC Brake Lathe s/n J21ED158  
1 601-Drum/Disc Lathe  
1 90240-Drum Mic  
1 90873-Sign Kit  
1 671-Base With Chip Tray  
1 90317-Rotor Micrometer  
1 90644-Rotor-Truer  
1 90038-Assembly-90578,90490, 90198,90194, 90196, 90195, 90191  
1 90527-Hubless Rotor Adapter Set  
1 90526-Floating Drum Attachment  
1 90061-Small Rotor Adapter

EQUIPMENT LOCATED AT: 9101 Belair Road, Perry Hall, Md. 21236

1 5000-FMC Computer Alignment s/n B51DD047  
1 81007-Rise & Spacer  
1 80576-Cable Boom Assembly  
1 81006-Cabinet  
1 81005-Brain 115V  
1 96-Pedal Depressor Assembly  
1 55502-Clamp Assembly (Bear)  
1 82399-Merchandising Package  
1 129-FMC 129 Wheel Stands  
1 72-FMC Turntables With Scales  
1 81058-Calibration Kit  
1 7600-FMC Tire Changer s/n L12DD069

Including all present and future attachments and accessories.

Mailed to Secured Party

Clerk of the Circuit Court  
Anne Arundel County

STATE OF MARYLAND

BOOK 501 PAGE 115

FINANCING STATEMENT FORM UCC-1

Identifying File No. 262873

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.

Address 2729 Solomons Island Road, Edgewater, Md. 21037

2. SECURED PARTY

Name L. B. Smith, Inc.

Address P.O. Box 8658, Baltimore, Md. 21240

RECORD FEE 11.00  
917158 6771 901 115:19  
JUL 23 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Terex Model TS14B Scraper, s/n 73050

SECURED NOT SUBJECT TO RECORDATION TAX.

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

CLERK OF THE CIRCUIT COURT  
ANNE ARUNDEL COUNTY

1986 JUL 23 PM 4:12

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

(Signature of Debtor)

REds Dove, Inc.  
Type or Print Above Name on Above Line

*Bartholomew J. Fawcett, Jr.*  
(Signature of Debtor)

*Bruce Dean*  
(Signature of Secured Party)

L.B. Smith, Inc., Bruce Dean/Business Mgr.  
Type or Print Above Signature on Above Line

Type or Print Above Signature on Above Line

262880

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ 750.00

FINANCING STATEMENT

Excellent Foods Inc. T/A Venus Restaurant  
Name or Names—Print or Type  
7389 I Balto. Annap. Blvd., Glen Burnie, Md. 21061  
Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party:

Frederick A. Senger & Son, Inc.  
Name or Names—Print or Type  
3235 Pulaski Hgwy, Balto., Md. 21224  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

1- 7 Button soda dispensing gun, 1- Cold plate, 1- Cold plate pan

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

*Christos Sofocleous*  
(Signature of Debtor)

Christos Sofocleous, Vice President  
Type or Print

Frederick A. Senger & Son, Inc.  
(Company, if applicable)

(Signature of Debtor)

*Charles M. Case*  
(Signature of Secured Party)

Type or Print

Charles M. Case  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address F. A. Senger & Son, Inc.

Lucas Bros. Form F-1

P. O. Box 12119  
Balto., Md. 21281-2119

Mailed to Secured Party

1986 JUL 23 PM 4:12  
E. AUBREY COLLISON  
CLERK

1250

BOOK 501 PAGE 117

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255692

RECORDED IN LIBER 482 FOLIO 565 ON February 26, 1985 (DATE)

1. DEBTOR

Name MIKE MANOS  
Address 250 Brock Bridge Road, Laurel, Maryland 20707

2. SECURED PARTY

Name TRIPLE J, INC., William H. Jones, Vice President  
Address 2000A Valley Road, Annapolis, Maryland 21401

Andrew P. Interdonato, Esquire, 4700 Auth Place, Suite 507, Camp Springs, Md., 20746  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 1, 1988

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <u>TERMINATION</u></p>

RECORDED FEE 10.00  
POSTAGE .50  
CITY OF BALTIMORE  
JUL 23 1986

CLERK  
1986 JUL 23 PM 4:12  
E. AUGHEY COLLISON  
CLERK

1050

TRIPLES, INC.

Dated 7/18/86

By: James D. Jones  
(Signature of Secured Party)

By: William H. Jones

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249925  
RECORDED IN LIBER 468 FOLIO 91 ON Nov. 22 '83 (DATE)

1. DEBTOR

Name Bracey, Daniel A.  
Address 1925 Potomac Rd., Edgewater, MD

RECORD FEE 10.00  
POSTAGE .50  
M17175 CTT7 R01 T15-43  
JUL 23 86

2. SECURED PARTY

Name JOHN DEERE COMPANY  
Address PO Box 4949, Syracuse, N Y 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

JOHN DEERE COMPANY

Dated 16 July 1986

*Ronald T. Williams*  
(Signature of Secured Party)

Ronald T. Williams, Administrator  
Type or Print Above Name on Above Line

CR CLERK

RECEIVED BY RECORDS SECTION

1986 JUL 23 PM 4:12  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

STATEMENT OF

Continuation  Termination  Assignment  Partial Release

This Statement refers to original Financing Statement of which the record reference and File Number and date of filing is as follows:

<input type="checkbox"/> Land	Liber 496	Folio 21	File No. 260837
<input checked="" type="checkbox"/> Financing Statement			
Filing Date of Financing Statement (If Any) March 18, 1986			

NAME	ADDRESS
1. Debtor(s)	No. Street City State
Autorama Sales, Inc. T/A Feltman Power Boats	P.O. Box 309, Davidsonville, Maryland 21035

2. Secured Party (or assignee)  
 First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

RECORDED 10.00  
 FEES 50  
 RECEIVED 801 7134 95

CHECK  THE LINES WHICH APPLY

3.  A. Continuation. The above described Financing Statement is still effective and should be continued in accordance with the Code.
- B. Termination. The Secured Party certifies that the Secured Party no longer claims a security interest under the above described Financing Statement.
- C. Assignment. The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the above described Financing Statement in the property listed below:

D. Partial Release. The Secured Party releases from the collateral described in the above Financing Statement, the property hereinafter described:

JUL 23 86

RECEIVED  
 1986 JUL 23 PM 4:12  
 E. AUBREY COLLISON  
 CLERK

JR  
 CLERK

Dated: July 18, 1986 19

Secured Party:  
First American Bank of Maryland

By: Dennis F. Peters, Jr.

Type Name: Dennis F. Peters, Jr.

Title: Vice President

Mailed to Secured Party

Mr. Clerk: After recordation, please mail this statement to:  
First American Bank of Maryland, 8701 Georgia Avenue, Silver Spring, Maryland 20910.

1050

262881

FINANCING STATEMENT FORM UC 71

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 5-27-86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Thira Marine Corporation  
Address 101 N. Fairfield Drive Dover DE 19901

2. SECURED PARTY

Name First Commercial Corporation  
Address 303 Second Street  
Annapolis, MD 21403

RECORD FEE 11.00  
POSTAGE .50  
117179 CTR MD 115246  
JUL 23 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (List)

1986 29'11" Nimble Boats sloop hull serial #NBP30011D686 with one Yanmar diesel engine 18 HP serial #05518

ASSIGNEE:  
CentTrust Savings Bank  
P.O. Box 028506  
101 E. Flagler Street  
Miami, FL 33102

Home anchorage: Cobbs, Stokes and Allen  
300 State Street, Annapolis, MD 21403

Residence: Edward C. McConnaughey, Jr.  
209-A South Union Street  
Alexandria, VA 22314

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

1150

CR CLERK

1986 JUL 23 PM 4:13  
E. AUBREY COLLISON  
CLERK

Edward C. McConnaughey, Jr.  
(Signature of Debtor)

Thira Marine Corporation  
Edward C. McConnaughey, Jr., Pres.  
Type or Print Above Name on Above Line

Edward C. McConnaughey, Jr.  
(Signature of Debtor)

Edward C. McConnaughey, Jr.  
Type or Print Above Signature on Above Line

Bill Townsend, Agent  
(Signature of Secured Party)

First Commercial Corporation  
Type or Print Above Signature on Above Line

Mailed to Secured Party

Ave Arrived  
7/15/86

Acct # 86-474

D.A. Co.

BOOK 501 PAGE 121

262882

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Carpet Village, Inc. / Carpet Resources

Name or Names—Print or Type  
2710 Mountain Rd., Pasadena, Md. 21122

Address—Street No., City - County State Zip Code

---

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.

Name or Names—Print or Type  
701 Cathedral Street  
Baltimore, Maryland 21201

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
 One (1) New Toyota, Model 42-4FGC25; 3-stage mast; 216" maximum fork height; 42" forks; LP Gas; 9 1/2' rug pole. Serial Number 40-4FGC25-17670.

4. If above described personal property is to be affixed to real property, describe real property.

RECORDING FEE 12.00  
 POSTAGE .50  
 JUL 23 1986

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

*[Signature]*  
 (Signature of Debtor)

Walter W. Hagan  
 Type or Print

*[Signature]*  
 (Signature of Debtor)

William Gaspar  
 Type or Print

SECURED PARTY:

HARBOR LEASING ASSOCIATES  
 (Company, if applicable)

*[Signature]*  
 (Signature of Secured Party)

Mark M. Caplan, partner  
 Type or Print (Include title if Company)

Clerk

1986 JUL 23 PM 4:13  
 COLLISION CLERK

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address: HARBOR LEASING ASSOC.  
 701 Cathedral Street  
 Baltimore, Maryland 21201

Lucas Bros. Form F-1

Mailed to Secured Party.

BOOK 501 PAGE 122

262883

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Westinghouse Electric Corporation Camp Meade Road Linthicum, MD 21240 Anne Arundel County	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Ave., 70FB Sunnyvale, CA. 94086 4144-82479	For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 17.00 117195 CTTY P01 115:55 JUL 23 86
4. This financing statement covers the following types (or items) of property: Hewlett-Packard Equipment per the attached Equipment Schedule and Payment Agreement. **Debtor has authorized Secured Party to File.		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

\*\*SEE ATTACHED \_\_\_\_\_ Hewlett-Packard Company \_\_\_\_\_  
By: \_\_\_\_\_ Signature(s) of Debtor(s) \_\_\_\_\_ *Glenn A. Z...* Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.



1986 JUL 23 PM 4:14

E. AUBREY COLLISON  
CLERK

# HEWLETT-PACKARD

## OPERATING LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

BOOK 501 PAGE 123

LESSOR HEWLETT-PACKARD COMPANY  
Finance and Remarketing Division  
972 East Arques, 70FA  
Sunnyvale, CA 94086

Lease Agreement # 4144-82479

Ref: Master Lease Agreement # 4126-46136

LESSOR TAX I.D. # 94-1081436

LESSEE: Westinghouse Electric Corporation  
(Full Legal Name of Lessee)

Camp Meade Road  
(Street Address)

Linthicum Anne Arundel MJ 21240  
(City) (County) (State) (Zip)

Dave Mathisen (301) 765-3011 LESSEE TAX I.D. # 025-0877540  
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE

Street Same as above  
City \_\_\_\_\_ County \_\_\_\_\_ State \_\_\_\_\_ Zip \_\_\_\_\_

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement

- Master Lease Agreement # 4126-46136  HP Product Warranty, Form # 5954-1617(D) Rev 11/85  
 Purchase Discount Agreement # CH240  HP Software Terms, Form # CH240 Rev \_\_\_\_\_  
 \_\_\_\_\_  \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement

- Early Buyout Schedule dated 4/1/86  Investment Tax Credit Addendum  
 HP Tax Exempt Rider Form # \_\_\_\_\_ Rev \_\_\_\_\_  \_\_\_\_\_

### Terms and Conditions:

1. Non-Cancellable Agreement: THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN

2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 48 months from the due date of the first invoice, or on the expiration of any applicable renewal period.

3. Rent: As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 4,536.09 per month, exclusive of applicable use taxes, beginning upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement.

4. Amount Financed: The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is \$ 211,571.41

5. Purchase, Renewal, Return Options: Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with ninety (90) days prior written notice of its intention to:

- (i) purchase all or some of the Equipment covered by this Agreement for:
- $$\left( \frac{\text{Net Price of Equipment To Be Purchased}}{\text{Total Net Price of Equipment}} \right) \times \left( \begin{array}{l} \text{Amount} \\ \text{to} \\ \text{Finance} \end{array} \right) \text{ less } \left( \begin{array}{l} \text{Sixty percent} \\ \text{(60\% of the} \\ \text{monthly Rents} \\ \text{Received} \end{array} \right)$$

plus any accrued late charges and taxes applicable to the transfer of this

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left( \frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right) \times (\text{Original Monthly Payment})$$

(iii) return in accordance with paragraph 4 of the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed.

If Lessee fails to notify Lessor of its intentions ninety (90) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above.

During the renewal period, Lessee may return all or some of the Equipment in accordance with paragraph 4 of the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with ninety (90) days prior written notice. Sixty percent (60%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Payment Agreement up to an eighty percent (80%) maximum of the original Amount to Finance.

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED

- 6 Early Buyout Option: At its option during the initial non-cancellable lease term, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above referenced Early Buyout Schedule
- 7 Equipment Upgrade Add-On: At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement
- 8 Financing Statement: THE PARTIES ACKNOWLEDGE THAT A COPY OF THIS LEASE AGREEMENT EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT MAY BE FILED WITH THE APPROPRIATE STATE AUTHORITIES AS A FINANCING STATEMENT, AT ANY TIME AFTER SIGNATURE BY LESSEE, FOR PROTECTIVE PURPOSES (SHOULD THIS LEASE AGREEMENT BE CONSTRUED AS A SECURED TRANSACTION AT A FUTURE DATE), AND LESSEE EXPRESSLY AUTHORIZES LESSOR TO EXECUTE A SEPARATE FINANCING STATEMENT ATTACHING THIS AGREEMENT ON BEHALF OF LESSEE SHOULD STATE REGULATIONS SO REQUIRE OR, ALTERNATIVELY, TO GRANT AND PERFECT LESSOR'S SECURITY INTEREST IN THE EQUIPMENT. SUCH FILING DOES NOT CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND SCHEDULE BY LESSOR. IT IS FURTHER ACKNOWLEDGED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY AND NOT BECOME A FIXTURE TO REAL PROPERTY.

- 9 Investment Tax Credit Election (If the Investment Tax Credit Election is not applicable check this box  )
  - a) LESSOR'S ELECTION: Lessor elects for the purpose of the tax credit allowed by Section 38 of the Internal Revenue Code ("the Code"), to treat the Lessee named herein as having purchased the property identified herein.
  - b) LESSEE'S CONSENT: By its execution of this Equipment Schedule and Payment Agreement, Lessee indicates its consent to be treated as the purchaser of the property covered hereunder for the purpose of the investment tax credit allowed by Section 38 of the Code, except for the following items which are specifically rejected: \_\_\_\_\_
  - c) ACRS CATEGORY: The parties acknowledge that the ACRS Category for the Equipment covered hereunder is five (5) years.
  - d) FAIR MARKET VALUE: The parties acknowledge that the Fair Market Value of the Equipment covered hereunder is \$ \_\_\_\_\_
  - e) TRANSFER OF POSSESSION TO LESSEE: The date of transfer of possession to Lessee for purposes of this Investment Tax Credit Election is \_\_\_\_\_ (Note: The date of transfer of possession is the date the last item of Equipment under this Schedule and Agreement is shipped to Lessee and shall be filled in the space provided above subsequent to Lessee's execution hereof.)
  - f) DISTRICT OFFICE WHERE LESSOR FILES ITS FEDERAL TAX RETURNS: \_\_\_\_\_ Fresno, California
  - g) DISTRICT OFFICE WHERE LESSEE FILES ITS FEDERAL TAX RETURNS: Pittsburgh, PA

**Equipment Schedule:**

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
------	-------	-------------	-----------------	-----------------	----------------	--------------------

See Attached "Equipment Schedule"

NET PRICE — HARDWARE	\$211,571.41
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	211,571.41
OTHER COSTS	0.00
LESS: DOWN PAYMENT	0.00
AMOUNT TO FINANCE	\$211,571.41

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: \_\_\_\_\_  
Authorized Signature

NAME/TITLE: \_\_\_\_\_

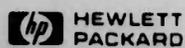
DATE: \_\_\_\_\_

LESSEE: Westinghouse Electric Corporation

BY: J. A. Pickett, Sr.

NAME/TITLE: Computer Systems Acquisition

DATE: June 30, 1986



EQUIPMENT SCHEDULE .....WESTINGHOUSE ELECTRIC CORPORATION

QUANTITY	DESCRIPTION	PRICE
1	32471AH HP3000 S/70 UPGRADE	146,200.00*
1	OPTION 603 RTN 256KB MAIN MEMORY	(10,000.00)*
4	30079A GEN I/O CHANNEL (1,900.00 EA)	7,500.00*
4	OPTION 064 GIC CABLE	0.00
1	30144A ATP SYS INTERFACE BOARD	3,175.00*
7	30155A MODEM PORT CONT (8,140.00 EA)	56,980.00*
1	OPTION 001 DELETE AIB/JP CABLE	(250.00)*
2	13037U ADD-ON TO MAST DR (5,500.00 EA)	11,200.00*
2	OPT 102 HF-IB ADAPT KIT (1,200.00 EA)	2,400.00*
1	26069A LINE PRINTER CONTROLLER	3,583.00*
1	OPTION H67 300 FOOT CABLE	1,050.00
1	7978B 6250 TAPE DRIVE	24,500.00*
1	OPTION 670 HF 7970 TRADE	(1,000.00)*
2	30251A BSC LINK	0.00
2	OPTION 410 SYNC MOD CONN (5,040.00 EA)	10,080.00*
2	7970EN RTN CREDIT (1,000.00 EA)	(2,000.00)*
1	30271A MODEM LINK	0.00
1	OPTION 410 CONN SYNCH MODEM	5,040.00*
1	30270A HARDWIRED LINK	0.00
1	OPTION 435 CONNECT TO HP3000	5,040.00*
2	10833C HP-IB CABLE (100.00 EA)	200.00
1	45851A HP150	2,560.00**
1	9123D FLEX DISC	715.00**
1	13242N RS-232 CABLE	100.00**
1	32187A NETWORK LINK	0.00
1	OPTION 410 CONN TO SYNCH MODEM	7,560.00*
1	51450A NOE V/E MEDIA PRODUCT	0.00
1	OPTION 051 1600 BPI MAG TAPE	0.00
1	OPTION 260 MPE V/E UNIT	0.00
1	OPTION 604 SERIES 6X SPU	0.00
TOTAL LIST PRICE		274,833.00
* LESS 23% DISCOUNT PER CH240		(62,147.84)
** LESS 33% DISCOUNT PER CH240		(1,113.75)
TOTAL FINANCED AMOUNT		211,571.41

BOOK 501 PAGE 125

Mailed to Secured Party

STATE OF MARYLAND

262884 BOOK 501 PAGE 126  
Identifying File No. #4850

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolitan, Inc.  
T/A Annapolitan Magazine  
Address 413 4th Street, Annapolis, Md. 21403

2. SECURED PARTY

Name National Surety Leasing, Inc.  
Address 672 Greenbriar Lane, Annapolis, Md. 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One (1) Canon NP-3025 Copier  
Serial Number CCV 02686  
One (1) Canon Copier Cabinet

Name and address of Assignee	12.00
POSTAGE	.50
RECORDED	117.55
JUL 23 86	

CONDITIONAL SALES CONTRACT

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Annapolitan, Inc. T/A Annapolitan Magazine

*Philip Evans*  
(Signature of Debtor)

Philip Evans/President  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party



NATIONAL SURETY LEASING, INC.

*Carole Hardesty*  
(Signature of Secured Party)

Carole Hardesty

Type or Print Above Signature on Above Line

1986 JUL 23 PM 4:14  
F. AUBREY COLLISON  
CLERK

*Approved*

262885

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

Thompson, Jauan	310 Henson Road,	Glen Burnie,	Maryland	21061
Thompson, Albrosia				

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
--	------------	---------------	-------------	--------------

Griffith Consumers Company	2510 Schuster Drive,	Cheverly,	Maryland	20781
----------------------------	----------------------	-----------	----------	-------

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

Installation of one Whirlpool Furnace-Burner Unit connected to existing heating system supply and return ducts in premises. Unit includes new oil burner connected to existing fuel coil tank and new primary operating controls.

RECORDING FEE 12.00  
POSTAGE .50  
JUL 23 11:52 AM '86  
JUL 23 86

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:       Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

*Jauan Thompson*  
Jauan Thompson

*Albrosia Thompson*  
Albrosia Thompson  
(Type or print name under signature)

Griffith Consumers Company (Seal)  
(Corporate, Trade or Firm Name)

*Lawrence M. Dennis*  
Signature of Secured Party or Assignee  
Treasurer  
(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1986 JUL 23 PM 4:14

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

CR  
CLERK

12.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ Not subject

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name David Smith Power Tools  
Address 3330 Mt. Airy Ct. Davidsonville, M.D. 21035

2. SECURED PARTY

Name STULL POWER EQUIP. CO.  
Address 10752 TUCKER ST. BELTSVILLE, MD. 20705

RECORD FEE 11.00  
POSTAGE .50  
TOTAL 11.50  
JUL 25 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

ALL INVENTORY OF GOODS DISTRIBUTED BY STULL POWER EQUIPMENT COMPANY, A DIVISION OF STULL ENTERPRISES, INC. INCLUDING BUT NOT LIMITED TO CHAIN SAWS, LAWN AND GARDEN TRACTORS, ROTARY MOWERS, NYLON CORD TRIMMERS, APPLICABLE PARTS, ACCESSORIES, AND ACCOUNT RECEIVABLE ARISING FROM THE SALE OR TRADE OF SAME.

1986 JUL 23 PH 4:14  
AUBREY COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



David H. Smith  
(Signature of Debtor)

DAVID H. Smith (owner)  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

R.D. Hogans  
(Signature of Secured Party)

R.D. Hogans (cr. mgr.)  
Type or Print Above Signature on Above Line

Mailed to Secured Party

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. \_\_\_\_\_

262887

Not Subject to Recording Tax  
(Lease Agreement with Nominal Purchase Option)

BOOK 501 PAGE 129

1. LESSEE:

HARDESTY FUNERAL HOME  
12 Ridgely Avenue  
Annapolis, Md. 21401

2. LESSOR:

BUTLER AND COMPANY, INC.  
8726 TOWN & COUNTRY BOULEVARD, SUITE 205  
P. O. BOX 505  
ELLICOTT CITY, MD 21043-0505

RECORDING FEE 11.00  
POSTAGE .50  
RECEIVED JUL 23 1986

3. ASSIGNEE (if any) OF LESSOR:

EQUITABLE BANK, N.A.  
100 South Charles Street  
Baltimore, MD 21201

4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)  
( ) If checked, see Schedule of Equipment attached hereto and made a part hereof.

- TELCOA RELIANT 6/16 TELEPHONE SYSTEM AS FOLLOWS:
  - 1 Key service unit with conferencing, power supply, 4 C.O. lines
  - 1 A.C. Line Surge Protector
  - 5 Reliant 616 Telephones
  - 2 Reliant 616 Speakerphones
  - 1 DSS/BLF Console
  - 1 Battery Backup

Including all present and future attachments and accessories.

CR CLERK  
1986 JUL 23 PM 4:14  
E. AUBREY COLLISON  
CLERK

5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

HARDESTY FUNERAL HOME  
Name of Lessee

BY: Thomas A Hardesty  
Signature of Lessee

THOMAS A HARDESTY OWNER  
Type or Print Name, include title

BUTLER AND COMPANY, INC.  
Name of Lessor

BY: Deborah Stran Scherr  
Signature of Lessor

DEBORAH STRAN-SCHERR, CREDIT MANAGER  
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:

BUTLER AND COMPANY, INC.  
8726 Town & Country Boulevard, Suite 205  
P. O. Box 505  
Ellicott City, MD 21043-0505

2128

Mailed to Secured Party

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

BOOK 5862888  
PAGE 130

FINANCING STATEMENT

DATE: July 2, 1986

(XX) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Shelton & Shelton, Inc.  
ADDRESS: 1115 Annapolis Road  
Odenton, Maryland 21113

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
CONSUMER/COMMERCIAL LENDING DEPARTMENT  
ADDRESS: P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

Furniture, Fixtures, Equipment, Inventory, Accounts Receivable now owned  
and hereafter acquired, Excluding Motor Vehicles.

RECORDING FEE 11.00  
POSTAGE .50  
JUL 23 1986

1986 JUL 23 PM 4:14  
SCULLISON



DEBTOR(S):  
Shelton & Shelton, Inc.  
Fred D. Shelton President  
Fred D. Shelton, President

SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: [Signature]  
(Authorized Signature)

\_\_\_\_\_  
(Type Name and Title)

(NOTE: Type name under each  
signature and if company,  
type name of company and  
name and title of authorized  
signer.)

Mailed to secured party

FINANCING STATEMENT (FORM UCC-1)

Identifying File No. \_\_\_\_\_

BOOK 501 PAGE 131

Not Subject to Recording Tax  
(Lease Agreement with Nominal Purchase Option)

262889

- 1. LESSEE:  
HARDESTY FUNERAL HOME  
12 Ridgely Avenue  
Annapolis, Md. 21401
- 2. LESSOR:  
BUTLER AND COMPANY, INC.  
8726 TOWN & COUNTRY BOULEVARD, SUITE 205  
P. O. BOX 505  
ELLICOTT CITY, MD 21043-0505
- 3. ASSIGNEE (if any) OF LESSOR:

RECORDING FEE 11.00  
FILING FEE 5.00  
JUL 23 1986

EQUITABLE BANK, N.A.  
100 South Charles Street  
Baltimore, MD 21201

- 4. THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES OF PROPERTY (Describe)  
( ) If checked, see Schedule of Equipment attached hereto and made a part hereof.  
TELCOA RELIANT 616 TELEPHONE SYSTEM:  
1 Key Service Unit with Conferencing, Power Supply, 4 C.O. lines  
1 A.C. Line Surge Protector  
4 Reliant 616 Telephones  
1 Reliant 616 Speakerphone

Including all present and future attachments and accessories.

LOCATION OF EQUIPMENT: 851 Annapolis Rd  
Gambrills, Md. 21056

CR  
CLERK

FILE IN THE RECORD  
SECTION OF THE COUNTY  
1986 JUL 23 PM 4:13  
E. AUBREY COLLISON  
CLERK

- 5. PROCEEDS OF COLLATERAL (including Insurance Proceeds) ARE COVERED HEREUNDER.

LESSEE:

LESSOR:

HARDESTY FUNERAL HOME  
Name of Lessee

BY: Thomas A. Hardesty  
Signature of Lessee

Thomas A. Hardesty owner  
Type or Print Name, include title

BUTLER AND COMPANY, INC.  
Name of Lessor

BY: Deborah Stran-Scherr  
Signature of Lessor

DEBORAH STRAN-SCHERR, CREDIT MANAGER  
Type or Print Name, include title

TO THE FILING OFFICER: After this statement has been recorded please return to:  
BUTLER AND COMPANY, INC.  
8726 Town & Country Boulevard, Suite 205  
P. O. Box 505  
Ellicott City, MD 21043-0505

Mailed to Secured Party

86424  
Q.A.

BOOK 501 PAGE 132 -

262890

TO BE RECORDED IN LAND RECORDS  
 NOT TO BE RECORDED IN LAND RECORDS

SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

### FINANCING STATEMENT

1. Debtor(s):

Sharon Davies  
Name or Names—Print or Type

1464 Bay Green Drive Arnold MD 21012  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type \_\_\_\_\_  
Address—Street No., City - County State Zip Code \_\_\_\_\_

2. Secured Party:

HARBOR LEASING ASSOC.  
Name or Names—Print or Type

701 Cathedral Street Baltimore, Maryland 21201  
Address—Street No., City - County State Zip Code

RECORD FEE 11.00  
NOTARIAL FEE .50  
TOTAL FEE 11.50  
JUL 23 1986

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

CMT 500 Auto Tel  
CAR Phone

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.



RECORDED IN RECORDS  
BALTIMORE COUNTY  
1986 JUL 23 PM 4:13  
E. AUBREY COLLISON  
CLERK

DEBTOR(S):

Sharon G. Davies  
(Signature of Debtor)

Sharon Davies  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

SECURED PARTY:

Harbor Leasing Associates  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

Mark M. Caplan, partner  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.  
Lucas Bros. Form F-1 701 Cathedral Street  
Baltimore, Maryland 21201

Mailed to Secured Party

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

\$ \_\_\_\_\_

FINANCING STATEMENT

Storton, Taylor, & Assoc.

Name or Names—Print or Type

8375 Jumpers Hole Rd., Millersville, Md. 21108

Address—Street No.,

City - County

State

Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No.,

City - County

State

Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.

Name or Names—Print or Type

701 Cathedral Street

Baltimore, Maryland 21201

Address—Street No.,

City - County

State

Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

7015z copier

RECORDING FEE 11.00  
SEARCH FEE 1.00  
TOTAL CITY FEE 11.71-49  
JUL 23 86

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

*Charles L. Storton*  
(Signature of Debtor)

Charles Storton *Pres*  
Type or Print

(Signature of Debtor)

Type or Print

Harbor Leasing Associates  
(Company, if applicable)

*[Signature]*  
(Signature of Secured Party)

Mark M. Caplan, partner  
Type or Print (Include title if Company)

RECORDED & INDEXED  
JUL 23 4:13 PM '86  
AUBREY COLLISON  
CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.  
701 Cathedral Street  
Baltimore, Maryland 21201  
Lucas Bros. Form F-1

MAILED TO SECURED PARTY

86 368

BOOK 501 PAGE 134

262832

TO BE  
 NOT TO BE

RECORDED IN  
 LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO

RECORDING TAX  
 ON PRINCIPAL  
 AMOUNT OF  
 \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Upside Downer, Inc.

Name or Names—Print or Type

8198 Waterford Road, Pasadena, MD 21122

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.

701 Cathedral Street

Baltimore, Maryland 21201

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

OMRON MOD 81-30  
 OMRON SLIP Printer  
 I Sc Board K.T.S  
 MASTER Terminal  
 EXTRA MEMORY CHIP

RECORDING FEE 11.00  
 REGISTRATION FEE .50  
 ATTORNEY FEE 1157.49  
 JUL 23 86

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

*James Labbate*  
 (Signature of Debtor)

James Labbate *Sec Treas.*  
 Type or Print

*Bernice Labbate*  
 (Signature of Debtor)

Bernice Labbate *President*  
 Type or Print

Harbor Leasing Associates  
 (Company, if applicable)

*[Signature]*  
 (Signature of Secured Party)

Mark M. Caplan, partner  
 Type or Print (Include title if Company)

To THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC.  
 701 Cathedral Street  
 Baltimore, Maryland 21201

Lucas Bros. Form F-1

Mailed to Secured Party

RECORDED  
 ANNE ARUNDEL COUNTY

1986 JUL 23 PM 4:13

E. AUBREY COLLISON  
 CLERK

FINANCING STATEMENT

NOT TO BE RECORDED IN LAND RECORDS

BOOK 501 PAGE 135

NOT SUBJECT TO RECORDING TAX

262893

1. LESSEE: David Rose, M.D.  
Name or Names

200 Hospital Drive Suite #500, Glen Burnie, MD 21061  
Address - Street No. City County State Zip Code

2. LESSOR LCA LEASING, INC.

P.O. BOX 152 STEVENSON, MARYLAND 21153

3. This Financing Statement covers the following types of property:  
(Described - Separate list attached, if necessary).

- 1 - Merlin Electronic Telephone System W/1 - Merlin #410 Control Unit;
- 4 - 34 Button Phones; 3 - 10 Button Phones; 2- Speakerphones;
- 1 - Feature Cartridge #1; 1 - Alert/Power Failure Cartridge

This transaction is a true lease and is not intended by the parties as a secured transaction; filing is only intended to make the true lease a matter of public record. The Lessor is the owner of the property including all accessories, attachments, additions and any substitutions of similar equipment, and the Lessee has no rights, expressed or implied to sell, exchange, encumber or otherwise dispose of the property.

LESSEE: David Rose, M.D.

LESSOR:

*David Rose M.D.* owner  
Signature of Lessee Title

LCA LEASING, INC.

David Rose, M.D.  
Type or Print Name of Above

*Jonathan S. Waranch*  
Signature of Lessor

Jonathan S. Waranch  
Type or Print Name of Above

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to:

LCA LEASING, INC.  
P.O. BOX 152  
STEVENSON, MARYLAND 21153-0152

Mailed to Secured Party

CP  
CLERK  
RECORD FEE 11.00  
POSTAGE .50  
RECORDING FEE 116.00  
JUL 23 86

1986 JUL 23 PM 4:14  
F. AUBREY COLLISON

262894

 <b>Maryland Financing Statement</b> All information must be typewritten or printed in ink.		File No.
(Not to Be) <del>To Be</del> Recorded in the Land Records.* <small>strike in applicable words</small>		
Debtor(s) Name(s) and Address(es) <b>George E. Newcomb, George E.</b> 283 Pinewood Rd. Millersville, MD 21108 <i>A.A.Co.</i>	Secured Party Name and Address <b>CIT Group/Equipment Financing, Inc.</b> 1301 York Road Lutherville, MD 21093	
Assignee of Secured Party C.I.T. Corporation	The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.	
This Financing Statement covers the following types (or items) of property: Describe fully, giving Year and Make, Model, Motor or Serial No., etc. <b>One (1) 1986 Ford LN 8000 Dump Truck S/N 1FDXR80U1GVA48444</b> <b>with Dump Body S/N 9752</b>		
The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference to "C.I.T. Corporation" shall be deemed to refer to "The CIT Group/Equipment Financing, Inc."		
Proceeds of collateral are also covered.		
*If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence: The above described goods are affixed or are to be affixed to: (describe the real estate)		
If the Debtor does not have an interest of record in the real estate, the name of a record owner is _____		
This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.		
Debtor(s) <b>George E. Newcomb</b>	Secured Party <b>CIT/Group Equipment Financing, Inc.</b>	
By <u><i>George E. Newcomb owner</i></u> <small>If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.</small>	By <u><i>Joseph C. Sickle</i></u> <b>Joseph C Sickle</b>	
Type or print name(s) of person(s) signing 5-SA-989D	Type or print name of person signing	

RECORDATION FEE 11.00  
 STATE FEE .50  
 RECORDATION TAX 716.03  
 JUL 23 86

1986 JUL 23 PM 4:14  
 E. AUBREY COLLISON  
 CLERK



Mailed to Secured Party

NT-13775

(FINAN.775)

TO BE RECORDED AMONG THE:

- LAND RECORDS OF THE COUNTY OF ANNE ARUNDEL
- FINANCING RECORDS OF THE COUNTY OF ANNE ARUNDEL
- STATE DEPARTMENT OF ASSESSMENT AND TAXATION

NOT SUBJECT TO RECORDING TAX  
 SUBJECT TO RECORDING TAX ON  
 PRINCIPAL AMOUNT OF \$

FINANCING STATEMENT

1985 JUL 24 AM 10:57

1. DEBTOR (S): NAME: STONE-SNYDER GENERAL PARTNERSHIP  
ADDRESS: 838 RITCHIE HIGHWAY, SUITE 4  
 SEVERNA PARK, MARYLAND 21146
2. SECURED PARTY: NAME: YORKRIDGE-CALVERT SAVINGS AND LOAN  
 ASSOCIATION  
ADDRESS: 3725 OLD COURT ROAD  
 BALTIMORE, MARYLAND 21208

3. This Financing Statement covers the following types of property: a. All building materials, furniture, furnishing, fixtures and equipment delivered to, installed in, affixed to, placed upon or used in connection with the land and premises described in "Exhibit A" attached hereto, including but not limited to, the following: all the walks, fences, shrubbery, driveways, fixtures, equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land herein described (whether or not delivered thereto), and all such as are now or hereafter located in or upon any interest or estate in the land herein conveyed or any part thereof and used or usable in connection with any present or future operation of said land and now owned or hereafter acquired by Debtor, including, without the limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, television sets, radio systems, recording systems, air-cooling apparatus, elevators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

15.00  
100  
100  
100  
JUL 24 85

(b) All earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral and present and future accounts, contract rights, general intangibles, chattel papers, documents and instruments, including but not limited to, licenses.

(c) All awards heretofore or hereafter made by any public or quasi-public authority to the present or subsequent owners of said premises and the improvements now or hereafter existing thereon by virtue of an exercise of the right of eminent domain

15  
8-1

by such authority, or right of access to a public way, or for any change of grade of streets affecting said premises or improvements.

4. If above described personal property is to be affixed to real property, describe real property.

For description, see "Exhibit A" attached hereto, and made a part hereof, and as more particularly described in a Mortgage from Stone-Snyder General Partnership to Yorkridge-Calvert Savings and Loan Association and recorded or intended to be recorded among the Land Records of Anne Arundel immediately prior hereto.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral are covered.

7. Products of collateral are not covered.

DEBTOR(S):

STONE-SNYDER GENERAL PARTNERSHIP  
A MARYLAND GENERAL PARTNERSHIP

BY: *George W. Stone*  
GEORGE W. STONE, GENERAL PARTNER

YORKRIDGE-CALVERT SAVINGS  
AND LOAN ASSOCIATION

BY: *Charles S. Snyder*  
CHARLES S. SNYDER, GENERAL PARTNER

BY: *Joel C. Sweren*  
JOEL C. SWEREN  
Executive Vice President

To the Filing Officer: After this statement has been recorded please mail the same to:

NATIONWIDE TITLE COMPANY  
1700 Reisterstown Road  
Suite 236 - Pomona Square  
Baltimore, Maryland 21208

EXHIBIT "A"

BEING KNOWN AND DESIGNATED as Lots 1A and 1B, in Block XII as shown on a Plat entitled "Revised Plat Two-Phase 2-A, CHESTERFIELD (previously recorded in Plat Book 75, page 35)", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 81, page 46, Plat No. 4271.

AND BEING KNOWN AND DESIGNATED as Lots 5A and 5B, in Block XVI as shown on a Plat entitled "Revised Plat Two-Phase 2-A, CHESTERFIELD (previously recorded in Plat Book 81, page 46)", which plat is recorded among the Land Records of Anne Arundel County in Plat Book 87, pages 22 and 23, Plat Nos. 4547 and 4548.

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 140  
Identifying File No. 262333

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$                     

If this statement is to be recorded in land records check here.

This financing statement Dated June 3, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Jonathan S. Monias T/A Eastport Mobil  
Address 915 Chesapeake Ave. Annapolis, Md. 20794-0570

2. SECURED PARTY

Name G.F.S. Leasing, Inc.  
Address 1900 Sulphur Spring Rd. #340 Baltimore, Md. 21227

Person And Address To Whom Statement is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/3/90

4. This financing statement covers the following types (or items) of property: (list)

Allen Engine Analyzer  
S/N A5C 96668

Name and address of Assignee

NOT SUBJECT TO RECORDATION TAX



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

ES Stock  
(Signature of Debtor)

GFS Leasing-Attorney-In-Fact  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ES Stock  
(Signature of Secured Party)

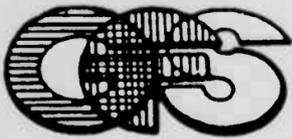
G.F.S. Leasing, Inc.

Type or Print Above Signature on Above Line

RECORD FEE 12.00  
FILING FEE 2.00  
TOTAL FEE 14.00  
JUL 24 1986

RECEIVED FOR COUNTY  
1986 JUL 24 4:11:01

12  
8



**GFS Leasing, Inc.**  
1900 Sulphur Spring Rd.  
Suite 340 • Beltway Professional Building  
Baltimore, MD 21227

BOOK 501 PAGE 141

PHONE: 301-247-9292

ADDENDUM TO UCC 1 FILING:

THIS UCC 1 IS FILED FOR NOTICE PURPOSES ONLY.

IT IS NOT INTENDED TO CREATE A SECURITY  
INTEREST. EQUIPMENT IS COVERED BY A LEASE

DATED 01/03/86 BETWEEN THE

DEBTOR AND GFS LEASING, INC.

NO RECORDATION TAX IS REQUIRED.

Mailed to Secured Party

263000

BOOK 501 PAGE 142

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

Maturity Date

3. (optional):

1. Debtor(s) (Last Name First and Address(es):

2. Secured Party (ies): Name(s) and Address(es):

4. For Filing Officer: Date, Time, No., Filing Office

Tan-Talizing-Tan  
809 Hammond Ferry Rd.  
Linthicum, MD 21090

GFS Leasing, Inc.  
1900 Sulphur Spring Rd.  
Suite 340  
Baltimore, MD 21227

RECORD FEE 11.00  
POSTAGE .50

JUL 24 1986

5. This Financing Statement covers the following types (or items) of property:

2 Profimax  
1 Sunbed

6. Assignee(s) of Secured Party and Address(es):

NOT SUBJECT TO RECORDATION TAX

7.  The described crops are growing or to be grown on:  
 The described goods are or are to be affixed to:  
(Describe Real Estate Below).

Proceeds —

Products of the Collateral are also covered.

8. Describe Real Estate Here:

9. Name(s) of Record Owner(s):

No. & Street                      Town or City                      County                      Section                      Block                      Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

already subject to a security interest in another jurisdiction when it was brought into this state, or

which is proceeds of the original collateral described above in which a security interest was perfected.

GFS Leasing, Inc., Attorney-In-Fact  
By [Signature]  
Signature(s) of Debtor(s)

GFS Leasing, Inc  
By [Signature]  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - NUMERICAL

FORM DSCB:UCC-1 (Rev. 8-72)—Approved by Department of State of the Commonwealth of Pa.

Mailed to Secured Party

CLERK  
9.00  
G

RECEIVED FOR RECORD  
DEPARTMENT OF STATE  
HARRISBURG, PENNSYLVANIA

1986 JUL 24 AM 11:01

E. AUBREY COLLISON  
CLERK

BOOK 501 PAGE 143

262939

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

Maturity Date 3. (optional):

5/91

1. Debtor(s) (Last Name First and Address(es):  
PLAZA WEST ASSOCIATES  
D/B/A Annapolis Hotel  
126 West Street  
Annapolis, MD 21401

2. Secured Party(ies) Name(s) and Address(es):  
**NEL-CO**  
The National Exchange Leasing Co.  
614 Old Edmondson Avenue  
Baltimore, Maryland 21228

4. For Filing Officer: Date, Time, No.-Filing Office

5. This Financing Statement covers the following types (or items) of property:

- 1 6100 Mailing Machine
- 1 EMS-5 Scale
- 1 2491 Prom
- 1 2492 Prom

6. Assignee(s) of Secured Party and Address(es)

GFS LEASING CO.  
1900 Sulphur Spring Road  
Suite 340  
Baltimore, MD 21227

NOT SUBJECT TO RECORDATION TAX

Proceeds —

Products of the Collateral are also covered.

7.  The described crops are growing or to be grown on.  
 The described goods are or are to be affixed to.  
• (Describe Real Estate Below).

8. Describe Real Estate Here:

9. Name(s) of Record Owner(s):

No. & Street                      Town or City                      County                      Section                      Block                      Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the original collateral described above in which a security interest was perfected.

RECORD FEE 12.00  
MORTGAGE 2.00  
TOTAL \$14.00  
BOOK 501 PAGE 143  
JUL 24 1986

NELCO ATTORNEY IN FACT

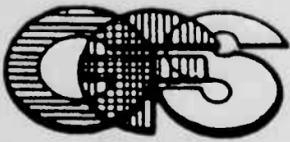
NELCO

By George E. Kennedy, vp Signature(s) of Debtor(s) Kennedy, vp, George E. Kennedy Signature(s) of Secured Party(ies) Kennedy

(1) FILING OFFICER COPY - NUMERICAL

FORM DSCB:UCC-1 (Rev. 8-72)—Approved by Department of State of the Commonwealth of Pa.

CR CLERK  
12-82  
1986 JUL 24 AM 11:01  
E. AUBREY COLLISON  
CLERK



**GFS Leasing, Inc.**  
1900 Sulphur Spring Rd.  
Suite 340 • Beltway Professional Building  
Baltimore, MD 21227

BOOK 501 PAGE 142 - A

PHONE: 301-247-9292

ADDENDUM TO UCC 1 FILING:

THIS UCC 1 IS FILED FOR NOTICE PURPOSES ONLY.  
IT IS NOT INTENDED TO CREATE A SECURITY  
INTEREST. EQUIPMENT IS COVERED BY A LEASE  
DATED 10/05/85 BETWEEN THE  
DEBTOR AND GFS LEASING, INC.  
NO RECORDATION TAX IS REQUIRED.

BOOK 501 PAGE 143

262909

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

Maturity Date 3. (optional):

5/91

1. Debtor(s) (Last Name First and Address(es):  
PLAZA WEST ASSOCIATES  
D/B/A Annapolis Hotel  
126 West Street  
Annapolis, MD 21401

2. Secured Party (ies) Name(s) and Address(es):  
**NEL-CO**  
The National Exchange Leasing Co.  
614 Old Edmondson Avenue  
Baltimore, Maryland 21228

4. For Filing Officer: Date, Time, No. Filing Office

5. This Financing Statement covers the following types (or items) of property:

- 1 6100 Mailing Machine
- 1 EMS-5 Scale
- 1 2491 Prom
- 1 2492 Prom

NOT SUBJECT TO RECORDATION TAX

Proceeds —

Products of the Collateral are also covered.

8. Describe Real Estate Here:

6. Assignee(s) of Secured Party and Address(es)

GFS LEASING CO.  
1900 Sulphur Spring Road  
Suite 340  
Baltimore, MD 21227

7.  The described crops are growing or to be grown on: \*  
 The described goods are or are to be affixed to: \*  
\* (Describe Real Estate Below).

9. Name(s) of Record Owner(s):

No. & Street                      Town or City                      County                      Section                      Block                      Lot

10. This statement is filed without the debtor's signature to perfect a security interest in collateral (check appropriate box)

- already subject to a security interest in another jurisdiction when it was brought into this state, or
- which is proceeds of the original collateral described above in which a security interest was perfected.

RECORD FEE 12.00  
FILING FEE .50

STATE OF MARYLAND  
CLERK OF THE COURT, BALTIMORE COUNTY  
JUL 24 1986

NELCO ATTORNEY IN FACT

NELCO

By George E. Kennedy, VP Signature(s) of Debtor(s) Kennedy, VP, By George E. Kennedy Signature(s) of Secured Party(ies) Kennedy

(1) FILING OFFICER COPY - NUMERICAL

FORM DSCB-UCC-1 (Rev. 8-72) - Approved by Department of State of the Commonwealth of Pa.

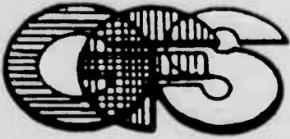
CR CLERK

CR CLERK

12-82

1986 JUL 24 AM 11:01

E. AUBREY COLLISON  
CLERK



**GFS Leasing, Inc.**  
1900 Sulphur Spring Rd.  
Suite 340 • Beltway Professional Building  
Baltimore, MD 21227

BOOK 501 PAGE 143 - A

PHONE: 301-247-9292

ADDENDUM TO UCC 1 FILING:

THIS UCC 1 IS FILED FOR NOTICE PURPOSES ONLY.

IT IS NOT INTENDED TO CREATE A SECURITY

INTEREST. EQUIPMENT IS COVERED BY A LEASE

DATED 06/03/86 BETWEEN THE

DEBTOR AND GFS LEASING, INC.

NO RECORDATION TAX IS REQUIRED.

160777 301-247-9292  
GFS  
6/3/86

## FINANCING (CHATTEL) RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

Not subject to Recordation Tax  
Principal amount of debt secured is:

\$450,000.00

The appropriate amount of Recordation Taxes, if any, have been paid in connection with a Deed of Trust recorded or intended to be recorded among the Land Records of the jurisdiction in which the land hereinafter described is located and given as security in connection with the same loan.

## FINANCING STATEMENT

1. Debtor: Address:  
JOSEPH A. CONTE, CHRISTINA 4145 Conte Road  
L. CONTE, ANTHONY H. CONTE Lothian, Maryland 20820  
and DONNA S. CONTE
2. Secured Party: Address:  
SECURITY NATIONAL BANK 1130 Connecticut Ave. N.W. 112-02  
Washington, D.C. 20036 JUL 24 '86
3. Trustee: Address:  
Lawrence A. Sinclitico 1130 Connecticut Ave., N.W.  
and Janice A. Faust Washington, D.C. 20036
4. This Financing Statement covers:

(a) all of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the premises hereinafter described or any part thereof and used or usable in connection with any present or future operation of said premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, attached cabinets, partitions, ducts and compressors, ornaments, tools, rugs, signs, and including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon said premises or appropriated to the use thereof, and whether affixed or annexed or not; and

CR  
LTK  
1986 JUL 24 PM 12:05  
E. GIBNEY & COLLISON  
CLERK

16-  
52

(b) All of the right, title, interest, claim or demand of the Debtor either at law or in equity in and to all construction contracts, architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, and all permits and the like, relating to the premises hereinafter described or any improvements or appurtenant facilities erected or to be erected upon or about the premises hereinafter described; and

(c) All proceeds of the conversion, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance; and

(d) All contracts for the sale of the premises hereinafter described; and

(e) All earnings, revenues, rents, issues, profits, avails and other income of and from the hereinafter described premises and the collateral.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust of even date given by the Debtor to the Trustee named above and recorded or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure an indebtedness owed by the Debtor to the Secured Party.
6. Proceeds of collateral are covered by this Financing Statement.
7. The collateral hereinabove described, or interest of the Debtor therein, affect, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner, as more fully described on "EXHIBIT A" attached hereto and by this reference incorporated herein and as more particularly described in the Deed of Trust hereinabove referenced.
8. Maturity Date of the obligation, if any: provided in the Note.

Debtor:

Secured Party:

Joseph A. Conte  
Joseph A. Conte

SECURITY NATIONAL BANK

Christina L. Conte  
Christina L. Conte

Anthony H. Conte  
Anthony H. Conte

By: Jean R. Liss  
Jean R. Liss,  
Vice President

Donna S. Conte  
Donna S. Conte

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to: Security National Bank, 1130 Conn. Ave., N.W., Washington, D.C. 20036, Attn: Jean R. Liss.

"EXHIBIT A"

Lots Nos. 1, 2, 3, 4, 5 and 6, as described on a plat of the subdivision of Lot 3, formerly the "Anne Sellman Tract", near Three Mile Oak, said plat recorded among the Plat Records of Anne Arundel County in Liber F.S.R. 118, folio 259.

Mailed to Secured Party

BOOK 501 PAGE 147

263002

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$\_\_\_\_\_
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
Laurel Racing Association Limited Partnership	U.S. Route 198 and Racetrack Road Laurel Racecourse P.O. Box 130 Laurel, Maryland 20707

SECURED PARTY (OR ASSIGNEE)

The First National Bank of Maryland —Address: Attn: Loan Department, P.O. Box 1596, Baltimore, MD 21203

Attach separate list if necessary

- This Financing Statement covers the following types (or items) of property (the collateral):

[See attached Exhibit A]

- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

N/A

- Proceeds } of the collateral are also specifically covered.  
 Products }

- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
LAUREL RACING ASSOCIATES LIMITED PARTNERSHIP

By: Laurel Racing Assoc, Inc.,  
General Partner

By: Frank J. De Francis, President

Secured Party (or Assignee)  
THE FIRST NATIONAL BANK OF MARYLAND

BY: John W. Wynne

FNB 0850-A

Type or print names under signatures

RECEIVED FOR RECORD  
CLERK

18.98  
1986 JUL 24 PM 12:53  
E. AUBREY COLLISON  
CLERK

EXHIBIT A

Debtor hereby gives and grants to Secured Party a continuing lien and security interest in and to all of Debtor's property and goods, whether or not in possession of Debtor, wheresoever situated or located, and whether now existing or hereafter acquired (the "Collateral"), including, but not limited to the following:

(1) Inventory. All inventory of every nature, supplies, stock-in-trade, all raw materials, work in process and all items of personal property, which are held for sale or furnished or are to be furnished under contracts of service or sale or lease, and all returned, reclaimed and repossessed goods, whether now in Debtor's possession or control or hereafter acquired by way of replacement, substitution, addition or otherwise;

(2) Equipment, etc. All equipment (including motor vehicles), furniture, fixtures, boilers, electrical generators, office equipment, equipment supplies, goods, machinery, tools and trade fixtures, whether now owned by Debtor or hereafter acquired by way of replacement, substitution, addition, or otherwise, together with all parts and accessories now or hereafter attached to or added thereto;

(3) Accounts, etc. All existing and future accounts, accounts receivable, contract rights, chattel paper, notes,

instruments, documents, contracts, choses in action, returned and unearned insurance premiums, tax refunds and all obligations now or hereafter owing to Debtor, together with all interest of Debtor in goods, the sale or lease of which shall have given or may give rise to such accounts and contract rights;

(4) Leasehold rights. All rights of the Debtor in leases of office space, commercial space, and other portions or parcels of real property, subject to the terms of each such lease.

(5) Intangibles. All present and future general intangibles, including, but not limited to, customer lists, books, records (including, without limitation, all correspondence and credit files, tapes, cards, computer runs, computer programs, and other papers and documents whether in the possession or control of Debtor or any computer service bureau), rights in franchises and sales contracts, patents, copyrights, trademarks, logos, trade names, label designs, brand names, plans, blueprints, trade secrets, licenses, and formulas;

(6) Other Property. All property of Debtor which is or may come into Secured Party's possession, custody, or control; and

(7) Licenses and Permits. All of Debtor's right, title and interest in and to licenses, permits, franchises and

similar authorities held by Debtor or others on behalf of Debtor, used or useful in connection with the operation of Debtor's business, whether now existing or hereafter acquired, including, without limitation, any racing licenses, racing dates awarded by the Maryland Racing Commission and the operation of Laurel Race Course (to the extent that the same are assignable), restaurant licenses, alcoholic beverage licenses and health care licenses.

(8) Proceeds. The proceeds of all of the foregoing.

Mail to Atlantic Title.

263003

BOOK 501 PAGE 151

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$\_\_\_\_\_
- To Be Recorded in Land Records (For Fixtures only).

<u>Name of Debtor</u>	<u>Address</u>
Laurel Racing Assoc., Inc.	U.S. Route 198 and Racetrack Road Laurel Racecourse P.O. Box 130 Laurel, Maryland 20707

SECURED PARTY (OR ASSIGNEE)

The First National Bank of Maryland —Address: Attn: Loan Department, P.O. Box 1596, Baltimore, MD 21203

Attach separate list if necessary

- This Financing Statement covers the following types (or items) of property (the collateral):

[See attached Exhibit A]

- The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

N/A

- Proceeds } of the collateral are also specifically covered.  
 Products }

- Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)

LAUREL RACING ASSOC., INC.

By: Frank J. De Francis  
Frank J. De Francis, President

Secured Party (or Assignee)

THE FIRST NATIONAL BANK OF MARYLAND

BY: Frank W. Wynne

CR  
CLERK

FNB 0660-A

Type or print names under signatures

RECEIVED FOR RECORD  
CLERK ANNE ARUNDEL COUNTY

1986 JUL 24 PM 12:53

E. AUBREY COLLISON  
CLERK

12-90  
-50

EXHIBIT A

Debtor hereby gives and grants to Secured Party a continuing lien and security interest in and to the following property (hereinafter sometimes referred to as "Collateral") of Debtor:

(a) All of Debtor's right, title and interest in and to all licenses, permits and similar authorities which it now holds or may hereafter apply for, acquire or hold either as general partner of the Laurel Racing Associates Limited Partnership (the "Partnership") or as a trustee or nominee for the Partnership, including, without limitation, racing licenses granted or hereafter granted by the Maryland Racing Commission and alcoholic beverage licenses granted or hereafter granted by Anne Arundel or Howard County, Maryland, used or useful in connection with the operation of Laurel Race Course at Laurel, Maryland, and all proceeds arising from any sale or disposition thereof, but only to the extent that Debtor is not precluded by applicable law from granting such security interest; and

(b) All of Debtor's contracts, agreements, rights and leases entered into as general partner of the Partnership or as a trustee or nominee for the Partnership, and all other items of like type and kind, currently existing and hereafter arising or acquired, used or useful in connection with the operation of Laurel Race Course at Laurel, Maryland, and all proceeds arising from any sale or disposition thereof.

Mailed to Secured Party

FINANCING STATEMENT

263004

- TO: \_\_\_\_\_ Financing Records, State Department of Assessments and Taxation
- \_\_\_\_\_ Financing Records, Circuit Court of Anne Arundel County, Maryland
- \_\_\_\_\_ Land Records, Circuit Court of Anne Arundel County, Maryland
- \_\_\_\_\_ Financing Records, Circuit Court of Baltimore County, Maryland

-----  
NOT SUBJECT TO RECORDATION TAX  
 -----

The appropriate amount of recordation taxes has been paid in connection with the recording of a Deed of Trust among the land records of the jurisdiction in which the land herein described is located and granting to the Secured Party, as security for the loan herein described, a security interest in the same property as described in this instrument.

34.00  
 .50  
 112157

----- JUL 24 86

THIS FINANCING STATEMENT, dated the 23<sup>rd</sup> day of July, 1986, is presented for filing pursuant to the Maryland Uniform Commercial Code.

1. Debtor's name and address:

CRAINMONT LIMITED PARTNERSHIP, a Maryland limited partnership  
 5820 Southwestern Boulevard  
 Arbutus, Maryland 21227

2. Secured Party's name and address:

YORK ASSOCIATES, INC.  
 3201 New Mexico Avenue, N.W.  
 Washington, D.C. 20016

3. Maturity date of obligation: August 1, 2021.

4. This financing statement covers the following types (or items) of property:

All of the goods, equipment, furnishings, furniture, fixtures, chattels and articles of personal property, including, without limitation, all building materials and supplies, furnaces, boilers, oil burners, refrigeration, air-condition and sprinkler systems, awnings, screens, window shades, motors, dynamos, incinerators, plants and shrubbery, and all other equipment, machinery, appliances, fittings and fixtures, owned or hereafter from time to time acquired by the Debtor, together with all substitutions, replacements, additions, attachments, accessories, accretions, their component parts thereto or thereof, all other items of like property and all accounts and contract rights covering or relating to any or all

CR CLERK  
 AUGUST COLLISON  
 CLERK  
 1986 JUL 24 PM 1:04  
 CLERK

34-2

thereof, whether now in existence or hereafter arising, and relating to, situated or located on, or used or usable in connection with the operation of Village Square Townhouses I & II, located in Glen Burnie, Maryland.

- 5. The above described goods are affixed or to be affixed to the improvements on the land located in the County of Anne Arundel, State of Maryland, and described as follows:

See Exhibit "A" attached hereto and made a part hereof.

DEBTOR

CRAINMONT LIMITED PARTNERSHIP, a Maryland limited partnership

By: David C. Browne (SEAL)  
David C. Browne  
General Partner

SECURED PARTY

YORK ASSOCIATES, INC., a District of Columbia corporation

By: Frank E. Warfield (SEAL)  
Frank E. Warfield  
Senior Vice President



EXHIBIT A

Description of Townhouse  
Areas of the Plat of  
Crainmont Apartments  
Third Election District  
Anne Arundel County, Maryland

Beginning for the first at a point on the southeasterly side of Crain Highway where it is intersected by the northeasterly line of the, now or formerly, Bryan Thomas Property, said point also being 40.00 feet right of 41+00.25 of the base line of right-of-way of Maryland Route 3 (Business), Glen Burnie By-Pass to Hospital Drive, Contract Number AA-779-004-571, State Roads Commisison Plat No. 45039, said point also being distant North 27 degrees 59 minutes 10 seconds East 959.69 feet from point 3 as shown on the Plat of Crainmont Apartments dated February, 1967 and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 35 at Folio 23, thence running and binding with said Plat 45039 the following three courses and distances, viz

1) with a curve to the right, having a radius of 23,203.73 feet, an arc of 149.50 feet and a chord bearing and distance of North 38 degrees 08 minutes 19 seconds East 149.50 feet, thence

2) North 63 degrees 51 minutes 09 seconds East 6.58 feet, thence

3) South 52 degrees 52 minutes 24 seconds East 50.02 feet to a point distant North 49 degrees 23 minutes 50 seconds West 201.98 feet from point 7 as shown on the abovementioned plat of Crainmont Apartments, thence running and binding on Crainmont Drive as shown on said Plat the following five courses and distances, viz

4) South 49 degrees 23 minutes 50 seconds East 201.98 feet,  
thence

5) with a curve to the right, having a radius of 216.90 feet, an arc of 81.05 feet and a chord bearing and distance of South 38 degrees 41 minutes 30 seconds East 80.58 feet, thence

6) South 27 degrees 59 minutes 10 seconds East 443.00 feet,  
thence

BOOK 501 PAGE 156

7) with a curve to the right, having a radius of 346.00 feet, an arc of 220.42 feet and a chord bearing and distance of South 09 degrees 44 minutes 10 seconds East 216.71 feet, thence

8) South 08 degrees 30 minutes 50 seconds West 9.10 feet to a point on the northeastern corner of the Recreation Area as shown on said Plat 35/23, thence leaving said Crainmont Drive and running and binding on the north line of said Recreation Area

9) North 81 degrees 29 minutes 10 seconds West 223.62 feet to a point on the abovementioned northeasterly line of the, Bryan Thomas Property, thence running with part of said line,

10) North 27 degrees 59 minutes 10 seconds West 775.39 feet to the point of beginning.

Containing 209,457 square feet or 4.8085 acres of land more or less.

Subject to a 20 foot wide storm drain easement as shown on the abovementioned Plat 35/23.

Subject to "Stewart Burying Grounds" as shown on the abovementioned Plat 35/23 and being more particularly described as follows.

Beginning at a point distant North 72 degrees 42 minutes 49 seconds West 59.24 feet from the end of the abovementioned fourth or South 49 degrees 23 minutes 50 seconds East 201.98 foot line, thence

1) South 05 degrees 16 minutes 10 seconds East 50.00 feet, thence  
2) South 84 degrees 43 minutes 50 seconds West 50.00 feet, thence  
3) North 05 degrees 16 minutes 10 seconds West 50.00 feet, thence  
4) North 84 degrees 43 minutes 50 seconds East 50.00 feet to the point of beginning.

Containing 2,500 square feet or 0.0574 acres of land more or less.

Leaving a total area of 206,957 square feet or 4.7511 acres of land more or less.

Beginning for the second on the northeasterly side of Crainmont Drive at the southernmost point of a 15 foot wide right-of-way as shown on the abovementioned Plat 35/23 as point 27, thence running and binding on said 15 foot right-of-way and running and binding with said plat 35/23

1) North 41 degrees 05 minutes 50 seconds East 281.05 feet to a point on the southwesterly line of the former Mary Robb Property, thence leaving said 15 foot wide right-of-way and running and binding on said southwesterly line and running and binding on said Plat 35/23

2) South 26 degrees 15 minutes 45 seconds East 732.37 feet to a point on the northern right-of-way line of Nolpark Road, thence leaving the abovementioned former Mary Robb Property and running and binding with said northern right-of-way line of Nolpark Road the following three courses and distances, viz;

3) South 63 degrees 44 minutes 15 seconds West 99.36 feet, thence

4) with a curve to the right, having a radius of 727.55 feet, an arc of 128.53 feet and a chord bearing and distance of South 68 degrees 47 minutes 53 seconds West 128.33 feet, thence

5) with a curve to the right, having a radius of 20.00 feet, an arc of 29.30 feet and a chord bearing and distance of North 64 degrees 10 minutes 25 seconds West 26.75 feet to a point on the northeastern right-of-way line of the abovementioned Crainmont Drive, 60 feet wide, thence leaving Nolpark Road right-of-way and running and binding on said Crainmont Drive right-of-way;

6) with a curve to the left in a northwesterly direction with a radius of 406.00 feet for a distance of 40.96 feet the arc of which is subtended by a chord bearing North 25 degrees 05 minutes 45 seconds West 40.95 thence;

7) North 27 degrees 59 minutes 10 seconds West 551.06 feet to the point of beginning.

Containing 169,438 square feet or 3.8898 acres of land more or less.

Beginning for the third at point 17 as shown on the  
aforementioned Plat 35/23, said point being on the eastern  
right-of-way line of Crainmont Drive, 60 feet wide, thence running  
and binding on said right-of-way line

1) with a curve to the left, having a radius of 368.00 feet, an  
arc of 140.11 feet and a chord bearing and distance of North 31  
degrees 06 minutes 24 seconds East 139.27 feet, thence leaving said  
right-of-way line and running through and across the aforementioned  
Plat 35/23 the following three courses and distances, viz

2) South 73 degrees 45 minutes 00 seconds East 209.96 feet,  
thence

3) South 16 degrees 15 minutes 00 seconds West 121.18 feet,  
thence

4) South 06 degrees 04 minutes 20 seconds East 31.00 feet to a  
point on the 50 Year Flood Plain as shown on said Plat 35/23,  
thence running and binding on said Flood Plain the following three  
courses and distances, viz;

5) South 83 degrees 55 minutes 40 seconds West 103.00 feet,  
thence

6) North 66 degrees 59 minutes 10 seconds West 122.77 feet,  
thence

7) South 40 degrees 25 minutes 50 seconds West 253.69 feet to a  
point on the South 27 degrees 59 minutes 10 seconds East 994.65  
foot line of said Plat 35/23, said point being distant from the  
beginning of said line 313.00 feet, thence running and binding in  
part on said 994.65 foot line,

8) North 27 degrees 59 minutes 10 seconds West 103.00 feet to a  
point on the aforementioned eastern right-of-way line of Crainmont  
Drive, 60 feet wide, thence leaving said 994.65 foot line and  
running and binding on said eastern right-of-way line the following  
three courses and distances, viz

9) North 62 degrees 00 minutes 50 seconds East 68.00 feet, thence

10) with a curve to the left, having a radius of 213.50 feet, an  
arc of 74.53 feet and a chord bearing and distance of North 52  
degrees 00 minutes 50 seconds East 74.15 feet, thence

11). North 42 degrees 00 minutes 50 seconds East 100.00 feet to the point of beginning.

BOOK 501 PAGE 159

Containing 56,336 square feet of 1.2933 acres of land more or less.

Subject to existing Harold Court.

Subject to existing Kramer Court.

Subject to Utility Easements by deed dated January 8, 1970 and recorded among the land records of Anne Arundel County, Maryland in Liber 2332 at Folio 86.

Subject to underground electric and telephone lines by deed dated November 22, 1971 and recorded among the land records of Anne Arundel County, Maryland in Liber 2456 at Folio 817.

Subject to 10 foot wide Storm Drain Easement and a 20 foot wide Sanitary Sewer Easement as shown on said Plat 35/23.

Beginning for the fourth at a point distant North 27 degrees 59 minutes 10 seconds West 91.57 foot from point 1 as shown on said Plat 35/23, thence

1) North 27 degrees 59 minutes 10 seconds West 434.08 feet to a point on the 50 Year Flood Plain as shown on said Plat 35/23, thence with said Flood Plain the following four courses and distances, viz;

2) North 21 degrees 16 minutes 20 seconds East 93.22 feet, thence

3) North 45 degrees 51 minutes 40 seconds East 117.45 feet, thence,

4) North 84 degrees 03 minutes 00 seconds East 178.46 feet, thence,

5) North 78 degrees 49 minutes 20 seconds East 101.40 feet, thence leaving said Flood Plain and running through and across said Plat 35/23 the following four courses and distances, viz

6) South 11 degrees 10 minutes 40 seconds East 60.00 feet, thence

7) South 32 degrees 54 minutes 20 seconds East 175.43 feet, thence

- 8) South 39 degrees 45 minutes 40 seconds West 30.95 feet, thence  
9) South 50 degrees 14 minutes 20 seconds East 101.00 feet to a  
point on the North 39 degrees 45 minutes 40 seconds East 802.13  
foot line of said Plat 35/23, thence running and binding on part of  
said 802.13 foot line  
10) South 39 degrees 45 minutes 40 seconds West 371.78 feet,  
thence  
11) South 85 degrees 10 minutes 20 seconds West 118.99 feet to the  
point of beginning.

BOOK 501 PAGE 160

Containing 207,233 square feet of 4.7574 acres of land more or  
less.

Subject to existing Boschert Court.

Subject to a 20 foot wide Sanitary Sewer Easement as shown on  
said Plat 35/23.

Subject to a 15 foot Utility Easement by deed dated January 8,  
1970, and recorded among the land records of Anne Arundel County,  
Maryland in Liber 2332 at Folio 86.

Subject to a 15 foot Utility Easement by deed dated June 14,  
1971, and recorded among the land records of Anne Arundel County,  
Maryland in Liber 2458 at Folio 772.

Containing a total area of 639,964 square feet or 14.6916 acres of  
land more or less.

Being a part of the land which by deed dated November 21, 1967  
was conveyed by KAYBEE HOMES, INC., a body corporate to CRAINMONT  
APARTMENTS, a Limited Partnership wherein Jerome S. Cardin, Robert  
E. Kanode and Morton J. Macks are Limited Partners and David C.  
Browne is the General Partner, and recorded among the Land Records  
of Anne Arundel County, Maryland in Liber 2125 at Folio 417.



Mail to Inant Warfield.

FINANCING RECORDS  
192899

BOOK 501 PAGE 161

263095

Not to be recorded  
in Land Records

Not subject to recordation  
tax

This financing statement evidences a grant of a security interest in a Purchase Money Deed of Trust and Security Agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security in the same loan.

FINANCING STATEMENT

- |  |  |
|--|--|
| 1. Debtor:                             | Address:   |
| Leroy M. Merritt                       | 2066 Lord Baltimore Drive<br>Baltimore, Maryland 21207   |
| 2. Secured Parties:                    | Address of all Secured Parties:  |
| The First National Bank<br>of Maryland | c/o The First National Bank<br>of Maryland<br>25 South Charles Street<br>Baltimore, Maryland 21201<br>Attention: Commercial Real<br>Estate Division<br>BANC #101-820 |
| Patricia A. Brian,<br>Trustee          |  |
| Anna M. Marcellino,<br>Trustee         |  |

RECORD FEE 11.00  
STAMP FEE 1.00  
TOTAL 12.00  
JUL 24 1986

3. This Financing Statement covers

(a) All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the land hereinafter described (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in said land or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor, including, without limiting the generality of the foregoing, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems,

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3070-01-861

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11005

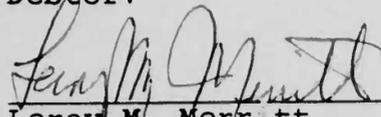
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1986 JUL 24 PM 3:52  
E. AUBREY COLLISON  
CLERK

recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, swimming pools, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of the building or buildings or appurtenant facilities erected or to be erected in or upon the said land.

(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described land and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, licenses, construction contracts, service contracts, utility contracts, options, permits, public works agreements, bonds, deposits and payments and refunds and return of premiums, charges and fees thereunder relating or appertaining to the said land and collateral and its development, occupancy and use.

4. The aforesaid items are included as security in a purchase money deed of trust and security agreement given by Debtor to Patricia A. Brian and Anna M. Marcellino, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland securing an indebtedness owed by Debtor to The First National Bank of Maryland.
5. Proceeds of collateral are also covered.
6. The land consists of approximately 7.45 acres known as 821-832 Oregon Avenue, located in the Oregon Avenue Business Center, Anne Arundel County, Maryland and is more particularly described in the Deed of Trust referred to above.

Debtor:

  
 \_\_\_\_\_  
 Leroy M. Merritt

To the Filing Officer: After this statement has been recorded, please mail the same to: Edward J. Levin, 1100 Charles Center South, 36 South Charles Street, Baltimore, Maryland 21201.

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 7,500.00

To be Recorded in Land Records (For Fixtures Only).

**Name of Debtor**  
Barcelona Trading Company, Inc.  
Jon E. Phillips, President and Individually

**Address**  
326- First Street, Suite 18  
Annapolis, Md. 21403

**Secured Party**  
Farmers National Bank of Maryland

**Address**  
5 Church Circle  
Annapolis, Md. 21401

**Assignee**

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

RECORD FEE 12.00  
MID TAX 52.50  
POSTAGE 1.00  
TOTAL \$65.50  
JUL 24 1986

Attach separate list if necessary

- This Financing Statement covers the following types (or items) of property (the collateral):
  - 1 600-VX4096 VXPC Graphics Board
  - 1 PC Point Software
  - 1 600 VXM 19 Electrohome Monitor
  - 1 600 VXTB 11" X 11" Graphics Tablet

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
Barcelona Trading Company Inc.  
BY: Jon E. Phillips, President  
BY: Jon E. Phillips, Individually

Secured Party (or Assignee)

FARMERS NATIONAL BANK OF MARYLAND

BY Sue Adams, Manager, Eastport Office



1986 JUL 24 PM 3:56  
AUGUSTY COLLISON  
CLERK

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

Handwritten: 5280-12

BOOK 501 PAGE 164

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Snead, Robert H.  
Ellis, Donna L.  
600 N. Roosevelt Blvd. #216  
Falls Chrch, VA 22044

2. Secured Party(ies) and address(es)

Berkeley Federal Savings & Loan  
21 Bleeker Street  
Millburn, N.J.

3. Maturity date (if any):

For Filing Officer (Date, Time and Filing Office)

RECORD FEE 10.00  
POSTAGE .50  
#17405 C777 801 T08:37  
JUL 25 86

4. This statement refers to original Financing Statement bearing File No. 251862 FK473 PG29

Filed with Anne Arundel Co Date Filed 4/30 19 84

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10.

No. of additional Sheets presented:

BERKELEY FEDERAL SAVINGS & LOAN

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

*2008*

Mailed to Secured Party

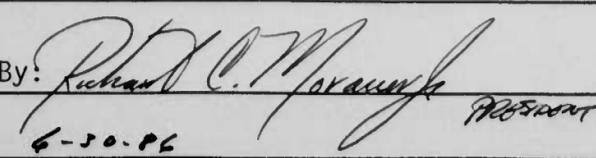
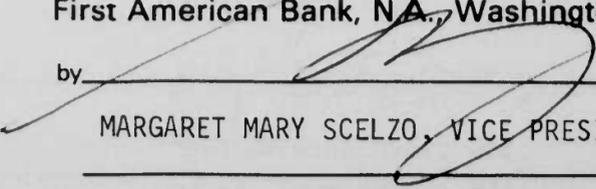
C.L. CLERK

RECEIVED IN RECORD  
DEPT COURT & COUNTY

1986 JUL 25 AM 10:16

E. AUBREY COLLISON  
CLERK

UNIFORM COMMERCIAL CODE – FINANCING STATEMENT

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code		Maturity date (if any):
1. Debtor(s) Name (Last Name First)  GOOSE BAY AGGREGATES, INC.	2. Debtor(s) Complete Address(es)  4516 S STREET P. O. BOX 8549 BEAVER HEIGHTS, MD. 20743	
3. & 4. Secured Party(ies) and Complete Address(es)  FIRST AMERICAN BANK, N.A. 740 15TH STREET, N.W. WASHINGTON, D.C. 20005-1097	5. & 6. Assignee(s) of Secured Party(ies) and Complete Address(es)	
7. This financing statement covers the following types (or items) of property: (Describe)  ALL ACCOUNTS, CONTRACT RIGHTS, CHATTEL PAPER, AND GENERAL INTANGIBLES AND ALL PROCEEDS THEREOF WHETHER NOW OWNED OR HEREINAFTER ACQUIRED.		
RECORD FEE 11.00 01706 077 001 T08-38 JUL 25 86		
Mailed to Secured Party 		
8a. (XX) Proceeds are also covered.    8b. (XX) Products of collateral are also covered.		No. of additional sheets presented. ( )
Filed with Circuit Court Clerk of ANNE ARUNDEL County; <del>088</del>		
9. Transaction is ( ), is not (XX), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____.		
10. This statement is to be returned after recordation to: MARGARET MARY SCELZO, VICE PRESIDENT FIRST AMERICAN BANK, N.A. 740 15TH STREET, N.W. WASHINGTON, D.C. 20005-1097		
Signature(s) of Debtor(s)  GOOSE BAY AGGREGATES, INC.	Signature(s) of Secured Party(ies) or Assignee(s) First American Bank, N.A., Washington, D.C.	
By:  6-30-86	by  MARGARET MARY SCELZO, VICE PRESIDENT	

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are or are to become fixtures

To Be Recorded in Land Records

For Filing Officer Use File No. \_\_\_\_\_

Date & Hour \_\_\_\_\_

This statement is presented to filing officer for filing pursuant to the Uniform Commercial Code.

Filing Number of original financing statement 252797

Date of Filing July 24, 1984

Record References Book: 475, Page: 200

Maturity Date (if any) \_\_\_\_\_

Name(s) of Debtor(s) or Assignor(s) (last name first)

No. Street City State

Eastern Computer Sales & Supply, Inc.

1083

West

Annapolis MD

RECORDING FEE 10.00 POSTAGE .50

252797 077 001 708438

Name of Secured Party or Assignee

No. Street City State

Annapolis Federal Savings and Loan

140

Main

Annapolis MD

CHECK APPLICABLE STATEMENT

- CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, OTHER



1986 JUL 25 AM 10:16 E. AUBREY COLLISON CLERK

DEBTOR(S) OR ASSIGNOR(S) Eastern Computer Sales & Supply, Inc. Willaim D. Duncan, President

Annapolis Federal Savings and Loan Corporate, Trade, or Firm Name

Signature of Secured Party or Assignee Senior Vice President

Type or Print Name Under Signature

Owner, Partner, or Officer & Title

(Signatures Must Be In Ink)

1050.

Mailed to Secured Party

STATE OF MARYLAND

263009

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

FILED WITH: CLK. CIRC. COURT/ANNE ARUNDEL CNTY., MD  
This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name SCANDINAVIAN GALLERY, INC.

Address 2114 Generals Highway, Annapolis, MD

2. SECURED PARTY

Name FLEET CREDIT CORPORATION

Address 111 Westminster Street Providence, RI 02903

RECORDING FEE 12.00  
POSTAGE .50  
JUL 25 1986

(07)  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All equipment as listed on Schedule "A" attached hereto and made a part hereof. This equipment is owned by Fleet Credit Corporation and is being leased to Scandinavian Gallery, Inc. under a true lease. This filing is a memo of the lease transaction.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

*Edward W James*  
(Signature of Debtor)

SCANDINAVIAN GALLERY, INC.  
Type or Print Above Name on Above Line

*Edward W James*  
(Signature of Debtor)

*U.P. Finone*  
Type or Print Above Signature on Above Line

*M. J. Sullivan*  
(Signature of Secured Party)

FLEET CREDIT CORPORATION  
Type or Print Above Signature on Above Line

RECORDED  
1986 JUL 25 AM 10:17  
E. AUBREY COLLISON  
CLERK

SCHEDULE "A"  
TO UCC-1 FINANCING STATEMENT

4000362607  
NAME: SCANDINAVIAN GALLERY,

This Schedule "A" is attached to and made part of a UCC-1 Financing Statement on which SCANDINAVIAN GALLERY, INC. is Debtor and Fleet Credit Corporation is Secured Party.

(39) 5160-88 PC/XT SER. NOS.

.

(56) 5151-001 DISPLAYS SER. NOS.

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(53) 4201-001 PRO-PRINTERS SER. NOS.

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(68) 5875-MMA 5250 ENHANCED EMULATION KITS

(20) 5865-001 MODEMS SER. NOS.

.

.

(22) 5294-001 CONTROL UNITS

.

(15) 5291-200 DISPLAY STATIONS SER. NOS.

.

(2) 5224-002 240 LPM PRINTERS SER. NOS.

(14) 5170-099 PC/AT's

.

.

AND ALL ACCESSORIES AND ATTACHMENTS TO ALL OF THE ABOVE

This Schedule "A" is hereby verified as correct by those who acknowledge receipt of a copy.

Debtor: SCANDINAVIAN GALLERY,  
INC.

Secured Party: Fleet Credit Corporation

By: *Edward W. Jan* VP

By: *Michael L. ...*

Title: *VP Finance*

Title: *...*

- (39) 5160-88 PC/XT SER. NOS. 14408, 22528, 31419, 25368, 29315, 40872, 16296, 16671, 16524, 14323, 15581, 30490, 28683, 28718, 15010, 16487, 31409, 28578, 31415, 27349, 29697, 40866, 16209, 16679, 28733, 28723, 28692, 24035, 22539, 28700, 31231, 17056, 28523, 29686, 28661, 29365, 29584, 31422, 22546.
- (56) 5151/001 DISPLAYS SER. NOS. 87748, 87071, 87094, 87745, 87760, 87063, 87067, ~~87749, 87743, 87069, 87725, 86960, 87384, 87056,~~ 67034, 87151, 87157, 86845, 87750, 87190, 87255, 87206, 87193, 87763, 87228, 87224, 87231, 87749, 87070, 87076, 87084, 87060, 73627, 74561, 86950, 87150, 87055, 87031, 87015, 87057, 87052, 87032, 87037, 87747, 87736, 87060, 87742, 79968, 66977, 87086, 87068, 87227, 87062, 87371, 87738, 87351
- (53) 4201/001 PRO-PRINTERS SER. NOS. 53612, 53633, 53632, 53606, 53681, 53637, 52723, 53740, 53731, 53685, 53642, 52719, 53693, 53711, 41800, 53631, 41787, 41791, 53691, 41796, 53736, 53609, 53683, 53733, 53737, 53821, 53708, 53641, 53682, 53645, 53643, 53832, 53734, 53738, 53729, 53635, 52853, 53692, 53694, 53856, 53640, 53610, 53638, 53466, 53680, 53608, 53679, 53689, 53634, 53735, 53739, 53646, 53700,
- (68) 5875-MMA 5250 ENHANCED EMULATION KITS
- (20) 5865-001 MODEMS SER. NOS. 75592, 75595, 75585, 75584, 72479, 75467, 70423, 72714, 75590, 75593, 73854, 73529, 75588, 73851, 74629, 21832, 75597, 75589, 75596, 73526
- (22) 5294-001 CONTROL UNITS SER. NOS. 21842, 21836, 21835, 21840, 21830, 21828, 21829, 21841, 21907, 21837, 21827, 21833, 23524, 21838, 21831, 23523, 73906, 21839, 21862, 21863, 21843, 21834
- (15) 2191-002 DISPLAY STATIONS SER. NOS. FC439, EX003, EX005, FC440, EY408, FC449, EX232, EX221, 47665, EX222, EX016, EX217, FC435, FC443, FC448
- (2) 5224-002 240 LPM PRINTERS SER. NOS. 90088, 88266
- (14) 5170-099 PC/AT's SER. NOS. 78958, 37223, 73269, 70407, 71872, 23062, 187897, 68378, 35653, 14657, 44616, 29314, 19945, 17588

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

263010

(xx) Not Subject to Recordation Tax (C/S/C)

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Chesapeake Telephone Systems, Inc.
(Name or Names)
Suite 1, Route Three Center, 124 Md. Rte. 3 South, Millersville, Md. 21108
(Address)

LESSEE
(Name or Names)
(Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) Of LESSOR
(Name or Names)
(Address)
RECORD FEE 11.00
POSTAGE .50
MAY 25 1986 10:46
JUL 25 1986

4. This financing Statement covers the following types (or items) of property:
1 - Used Canon VP 2000 Word Processor S/N 1201007
1 - Used Canon AP 400 Electronic Typewriter S/N 82019812
1 - Used Mita Model 213 RE Copier S/N 37009515

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )
Products of Collateral are also covered Yes ( ) No (xx)

LESSEE LESSOR
Chesapeake Telephone Systems, Inc. CHESAPEAKE INDUSTRIAL LEASING CO., INC.

By: Dennis J. Nolte President (Title) By: Brian G. Connelly Manager (Title)

(Type or print name of person signing) (Type or print name of person signing)

By: (Title) Return to: Lessor

(Type or print name of person signing)

1986 JUL 25 10:10:17
E. SUBJECT COLLISION
CLERK

Mailed to Secured Party

1180-

263011

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$20,000.00.

1. Name of Debtor(s): Troese Title Services of Annapolis, Inc.  
Address: 2083 West Street, Suite 5G  
Annapolis, MD 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~2007 George Avenue~~ 209 Main Street  
~~Silver Spring, Maryland 20910~~ Annapolis, MD 21401

RECORDED 12.00  
INDEXED 140.00  
FEE .50  
MAY 11 1986  
JUL 25 1986

3. This Financing Statement covers the following types (or items) of property: Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. Furniture and Fixtures. All of the Debtor's Furniture and Fixtures, of every type and description, now owned and hereafter acquired, all present and future substitutions thereof, and all proceeds thereof in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

CR CLERK  
1986 JUL 25 AM 10:17  
E. AUSLEY COLLISON  
CLERK

Debtor(s): Troese Title Services of Annapolis, Inc.  
By: *Ellen P. Freit*  
Ellen P. Freit, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *David E. Klein*  
David E. Klein, Senior Branch Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

1200  
140-50

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ Intended As Security \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR - LESSEE

Name Ambergris, Inc, t/a Armadillo's  
Address 132 Dock Street, Annapolis, Maryland 21401

RECORD FEE 12.00  
POSTAGE .50

2. SECURED PARTY - LESSOR

Name Nelco Corporation  
Address P.O. Box 537, Laurel, Maryland 20707-0537

117415 077 801 TOR:48  
JUL 25 86

Return To: FCA, P.O. Box 508, Balto., Md. 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Model C61HWP Ice-O-Matic ice machine  
Serial No. D613-01479W
- 1 Model 800P Follett ice bin  
Serial No. 93940



1986 JUL 25 AM 10:17  
E. AUBREY COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1250

Ambergris, Inc. t/a Armadillo's  
(Corporate or Trade Name)

[Signature]  
(Signature of Debtor)

JONATHAN WILLS  
Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Mailed to Secured Party

Nelco Corporation

Howard E. Nelson, pres.  
(Signature of Secured Party)

Howard E. Nelson

Type or Print Above Signature on Above Line

FINANCING STATEMENT

NOT SUBJECT TO RECORDATION TAX:

NAME OF DEBTOR

ADDRESS

Arnold C. Gay Yacht Yard, Inc.

1 Shipwright St. Annapolis, Md. 21401

SECURED PARTY (OR ASSIGNEE)

THE ANNAPOLIS BANKING AND TRUST COMPANY

ADDRESS: 1824 George Avenue  
ANNAPOLIS, MARYLAND.

1. This Financing Statement covers the following kind or types of property (the collateral), now or hereafter held by the Debtor, as inventory: and also all proceeds resulting from the sale or other disposition thereof, including, but not limited to, cash, accounts, instruments, documents, chattel paper, security agreements, and goods.

Boats, automobiles, appliances, equipment, and merchandise of all kinds and description including (but not limited to) boats, automobiles, trucks, and all appliances, equipment accessories, furnishings, replacement parts and merchandise attached to or usable on said items and also any items repossessed in the Debtor's possession to which secured party has title or in which the secured party has a security interest.

2. The Collateral property is affixed or to be affixed to or is to be crops on the following real estate:

3. X Proceeds of the collateral are also specifically covered  
Products

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 11.00  
SEARCH FEE .50  
1824 GEORGE AVENUE  
ANNAPOLIS MD 21402  
JUL 25 86

1986 JUL 25 AM 10:18  
E. R. AMADIO CLERK

DEBTOR (OR ASSIGNOR)

SECURED PARTY (OR ASSIGNEE)

Arnold C. Gay Yacht Yard, Inc.

THE ANNAPOLIS BANKING AND TRUST CO.

BY: Arnold C. Gay  
Arnold C. Gay, President

BY: E. R. Amadio

BY: Julia W. Gay  
Julia W. Gay, Vice President

TITLE E. R. Amadio, Vice President

11/20

Mailed to Secured Party



MARYLAND NATIONAL BANK

We want you to grow.<sup>SM</sup>

MEMBER FDIC

263011

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Linthicum Ferndale Auto Body, Inc. 7178 B & A Boulevard  
 Ferndale, Maryland 21061

6. Secured Party Address  
 Maryland National Bank Church Circle  
 Attention: Vicki Johnson Annapolis, Maryland 21401

RECORD FEE 11.00  
 INDEX FEE .50  
 TOTAL 11.50  
 JUL 25 1986

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Linthicum Ferndale Auto Body, Inc.

Richard D. Laughery, Sr. (Seal)  
 Richard D. Laughery, Sr., Pres.

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

V. Ann Canty (Seal)  
 V. Ann Canty, Assistant Vice President &  
 Type name and title Manager

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above

207-95 REV 7/83

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, ANNE ARUNDEL COUNTY

1986 JUL 25 AM 10:22

E. AUBREY COLLISON  
CLERK

1100  
20

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 20,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor  
J. G. CHACONAS, M.D., PA  
BY: Dr. James G. Chaconas

Address  
1521 Ritchie Highway  
Arnold, Md. 21012

1986 JUL 25 PM 2:35  
E. AUDREY COLLISON  
CLERK  
CR  
CLERK

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property  
(the collateral):

- 1 - DOW Biochemistry Analyzer System, Model # 1202
- 1 - CELL-DYN Hematology Analyzer, Model # 500
- 1 - SERAGEN (K+ & Na+) Analyzer, Model Quick-Lyte

2. The collateral property is affixed or to be affixed to or is or is to be crops on the  
following real estate:

RECORD FEE 11.00  
RECORD TAX 140.00  
POSTAGE .50  
TOTAL DUES 151.50  
JUL 25 86

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the  
address stated.

Debtor (or Assignor)  
J. G. CHACONAS, M.D., PA  
BY: Dr. James G. Chaconas

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY *R. Michael Shymansky*  
R. Michael Shymansky - Assistant Vice-Pres.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11/12  
140.00  
20

~~ADD~~  
FINANCING  
A A Co.  
263016

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS  
 SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s): Chestnut Hill Associates (formerly Chestnut Hill Limited Partner-  
Name or Names—Print or Type ship  
c/o Jeffrey C. Selby, Monumental Title Building  
Address—Street No., City - County State Zip Code  
650 Ritchie Highway, Severna Park, MD 21146  
Name or Names—Print or Type  
Address—Street No., City - County State Zip Code

2. Secured Party: Municipal Savings and Loan Association  
Name or Names—Print or Type  
115 East Joppa Rd. Towson, MD 21204  
Address—Street No., City - County State Zip Code  
Attn: John McClean

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

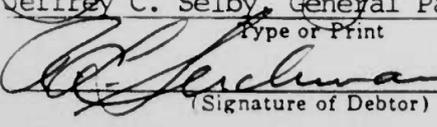
All furniture, fixtures and personal property of the Debtor.

4. If above described personal property is to be affixed to real property, describe real property.  
Fitz Court Unit T-2, Building 101; Unit T-2, Building 105; and Units 101, 103 and 104, Building 103 of Chestnut Hill Condominium, Phase I, recorded among the plat records of Baltimore County in Plat Book 7, folios 122-124.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):  
  
(Signature of Debtor)  
Jeffrey C. Selby, General Partner  
Type or Print  
  
(Signature of Debtor)  
Robert F. Suchman, General Partner  
Type or Print

SECURED PARTY:  
\_\_\_\_\_  
(Company, if applicable)  
\_\_\_\_\_  
(Signature of Secured Party)  
\_\_\_\_\_  
Type or Print (Include title if Company)



RECORDED 14.00  
POSTAGE  
JUL 28 1966

1966 JUL 28 PM 3:20  
E. AUBREY COLLISON  
CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address J. Michael Brennan, Esq.  
Cook, Howard, Downes and Tracy  
210 Allegheny Avenue  
P.O. Box 5517  
Towson, Maryland 21204

  
Mailed to Secured Party

Anne Arundel Co.  
5/30/86

STATE OF MARYLAND

BOOK 501 PAGE 177

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261805

RECORDED IN LIBER 498 FOLIO 72 ON 5/14/86 (DATE)

1 DEBTOR

Name James F. Knott Development Corp.  
Address 110 West Road, Baltimore, Maryland 21204

2 SECURED PARTY

Name Alban Tractor Co., Inc.  
Address 8531 Pulaski Highway, Baltimore, Maryland 21237

Union Trust Company of Maryland, P. O. Box 22497, Baltimore, Maryland 21203  
Person And Address To Whom Statement Is To Be Returned If Different From Above. Attention: T0508

3 Maturity date of obligation (if any)

CHECK [ ] FORM OF STATEMENT	A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	C. Assignment <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	D. Other: <input type="checkbox"/> (Indicate whether amendment, termination, etc.)
Union Trust Company of Maryland P. O. Box 22497 Baltimore, Maryland 21203		RECORD FEE 10.00 POSTAGE .50 JUL 29 1986

RECORD FEE 10.00  
POSTAGE .50  
JUL 29 1986

1986 JUL 29 AM 8:59  
CLERK

Mailed to Secured Party

Alban Tractor Co., Inc.

Dated 5/30/86

*Mark N. Welsh*  
(Signature of Secured Party)

Mark N. Welsh  
Type or Print Above Name on Above Line

BOOK 501 PAGE 178



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  Sperry Corporation 1290 Avenue of the Americas New York, New York 10104	2. Secured Party(ies) and address(es)  (16) - 12/85 Citicorp Leasing, Inc. 450 Mamaroneck Avenue Harrison, New York 10528	3. Maturity date (if any):  For Filing Officer (Date, Time and Filing Office)
---	--	---

4. This statement refers to original Financing Statement bearing File No. 30569 478-184  
Filed with CLK of Cir. CRT Date Filed \_\_\_\_\_ 19\_\_

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.

10. The original financing statement is being amended to include the equipment identified on Schedule "A" attached.

RECORD FEE 10.00  
JUL 29 1986

No. of additional Sheets presented: (1)

Sperry Corporation  
By: R.L. Strickland  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

Citicorp Leasing, Inc.  
By: [Signature]  
Signature(s) of Secured Party(ies)

MLPCOM  
EQUIPMENT LIST  
DAHC26-81-C-0007  
SCHEDULE - A

<u>TYPE/FEATURE</u>	<u>DESCRIPTION</u>	<u>SERIAL #</u>				
F2783-95	.5MB Memory Exp.	7677	7598	7701		
		7666	7582	7718		
		7683	7510	7591		
		7611	7605	7732		
		7636	7595	7733		
		7627	7584	7717		
		7593	7564	865741		
		7665	7585	7750		
		7606	7586	7751		
		7699	7565	7753		
		7589	7601	7735		
		7624	7604	7637		
		7682	7587	7512		
		7597	7734	7649		
		7684	7651			
		7700	7583			
		7608	7650			
		7590	7716			
		F2783-96	.5MB Memory Exp.	7615	7647	12779
				7702	7806	12792
7742	7452			12793		
7740	7724			12775		
7690	7674			12772		
7641	7801			12778		
7730	7794			12771		
7653	7803			12769		
1269	865448			12783		
7788	865454			12786		
7786	865442			12803		
7768	7689			12790		
7780	865445			12785		
7769	865451					
7789	7726					
7754	865457					
7785	865460					
7777	12780					
7455						

Mailed to Secured Party

Secured Party

UCC Council

STATE OF MARYLAND

BOOK 501 PAGE 180

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 256990

RECORDED IN LIBER 486 FOLIO 85 ON June 12, 1985 (DATE)

1. DEBTOR

Name State of Maryland Comptroller of the Treasury

Address State Income Tax Bldg. Annapolis, MD 21401

2. SECURED PARTY

Name MUNICIPAL Leasing Corporation

Address 8260 Greensboro Drive, McLean, VA 22102

RECORD FEE 10.00  
POSTAGE .50  
#17739 C771 R01 TOR:31  
JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> XXXX The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Union Tidewater Financial Company  
10. El Baltimore, Street  
Baltimore, MD 21203  
83-484 #20

See equipment listed on original financing statement



1986 JUL 29 AM 9:00  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

Dated \_\_\_\_\_

MUNICIPAL LEASING CORPORATION  
*M. Leasing Corp.*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

STATE OF MARYLAND

COUNTY  
86041102

BOOK 501 PAGE 181

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 261196

RECORDED IN LIBER 496 FOLIO 541 ON 4/9 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Bldg., Annapolis, MD 21401

RECORD FEE 10.00  
POSTAGE 50  
117740 0777 R01 108:31  
JUL 29 86

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive, Suite 225, McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other:   
(Indicate whether amendment, termination, etc.)

Farmers and Mechanics National Bank  
154 North Market Street  
Frederick, MD 21701

MLC CONTRACT NO. 83-484M, #35

1986 JUL 29 AM 9:00  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

Dated March 28, 1986

Melissa Aston  
(Signature of Secured Party)

Melissa Aston  
Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 501 PAGE 182

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258921

RECORDED IN LIBER 490 FOLIO 599 ON 10/23/85 (DATE)

1. DEBTOR

Name State of Maryland, Administrative Office of the Courts, Judicial Information Systems
Address 229-35 Hanover Street, Annapolis MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive

McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00
POSTAGE .50
M17741 0777 ROL 108-132
JUL 29 85

3. Maturity date of obligation (if any)

Form with sections A. Continuation, B. Partial Release, C. Assignment, D. Other. Includes address for Union Tidewater Financial Co and equipment description.

CHECK FORM OF STATEMENT

1986 JUL 29 AM 9:00
E. AUBREY COLLISON
CLERK

U.L. CLERK

Mailed to Secured Party
MUNICIPAL LEASING CORPORATION

Signature of Secured Party

Dated

Type or Print Above Name on Above Line

STATE OF MARYLAND

BOOK 501 PAGE 183

37 COUNTY 86031004

UNIFORM COMMERCIAL CODE STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 495 FOLIO 590 ON March 14, 1986 (DATE)

1. DEBTOR

Name State of Maryland, Comptroller of the Treasury

Address State Income Tax Bldg., Annapolis, MD 21401

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive, Suite 225, McLean, VA 22102

RECORD FEE 10.00 POSTAGE .50 #11742 0777 ROL 108:33 JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Farmers and Mechanics National Bank  
154 North Market Street  
Frederick, MD 21701

MLC CONTRACT NO. 83-484M, #29

G. L. CLERK 1986 JUL 29 AM 9:00 E. AUBREY COLLISON CLERK

Mailed to Secured Party

Dated March 28, 1986

Melissa Aston (Signature of Secured Party)

Melissa Aston

Type or Print Above Name on Above Line



STATE OF MARYLAND

BOOK 501 PAGE 185

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 258923

RECORDED IN LIBER 491 FOLIO 1 ON 10/23/85 (DATE)

1. DEBTOR

Name Anne Arundel County, Ann Arundel Center, Room 303

Address Annapolis, MD 21404-1831

2. SECURED PARTY

Name Municipal Leasing Corporation

Address 8260 Greensboro Drive

McLean, VA 22102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
POSTAGE .50  
#17744 C777 R01 T08:34  
JUL 29 86

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> <b>XXX</b> (Indicate whether amendment, termination, etc.)  termination</p>
<p>85-900M A-2</p> <p style="text-align: right;">G. L. CLERK</p>	

1986 JUL 29 AM 9:00  
E. AUBREY COLLISON  
CLERK

Dated \_\_\_\_\_

Mailed to Secured Party  
MUNICIPAL LEASING CORPORATION  
*Melina Costa*  
(Signature of Secured Party)

Type or Print Above Name on Above Line

Filed with: Anne Arundel County

STATE OF MARYLAND

BOOK 501 PAGE 186

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 21263

RECORDED IN LIBER C777 FOLIO R02 ON April 21, 1986 (DATE)

497 146

1. DEBTOR

Name Anne Arundel County, Maryland  
Arundel Center  
Address Calvert & Northwest Streets, Annapolis, Maryland 21404

RECORD FEE 12.00  
POSTAGE .50  
#17746 C777 R01 108:38  
JUL 29 86

2. SECURED PARTY

Name Sovran Leasing Corporation  
1510 Willow Lawn Drive  
Address P. O. Box 8765  
Richmond, Virginia 23226  
ATTN: Susan J. Ladd

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>Amendment</b></p>
<p>#96013</p> <p>To add the following Serial Numbers: See attached</p>	

G. L. CLERK

1986 JUL 29 AM 9:00

E. AUBREY COLLISON  
CLERK

APPROVED FOR FORM AND  
LEGAL SUFFICIENCY  
COUNTY SOLICITOR  
ANNE ARUNDEL COUNTY, MARYLAND  
BY [Signature] 4/15/86  
TE

ANNE ARUNDEL COUNTY, MARYLAND

SOVRAN LEASING CORPORATION

BY: Adrian G. Teel  
Adrian G. Teel, Director of Admin.

Dated 4/16/86

[Signature]  
(Signature of Secured Party)

J. Harold McKissick, President  
Type or Print Above Name on Above Line

SCHEDULE OF EQUIPMENT  
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 501 PAGE 157

Conditional Sales Contract #96013

PAGE 2 of 2

<u>QUANTITY</u>	<u>EQUIPMENT LOCATION</u>	<u>SERIAL NUMBER</u>
Continued		
1	Annapolis Neck Branch 269 Hillsmere Drive Annapolis, Maryland 21403	06860014474
1	Maryland City Branch 3421 Fort Meade Road Laurel, Maryland 20707	0685080868
1	Riviera Beach Branch 8690 Fort Smallwood Road Pasadena, Maryland 21122	0686025568
1	Linthicum Branch 400 Shipley Road Linthicum, Maryland 21090	0686014471
1	Severna Park Branch 45 McKinley Road Severna Park, Maryland 21146	0686025509
2	North County Branch 1010 East Way Glen Burnie, Maryland 21061	0686014458 0686025543
2	Crofton Branch 1657 Crofton Center Crofton, Maryland 21114	0686014458 0686014469
2	Annapolis Branch 1410 West Street Annapolis, Maryland 21401	0686014477 0686014470

ANNE ARUNDEL COUNTY, MARYLAND

BY: Adrian G. Teel  
Adrian G. Teel

TITLE: Director of Administration

DATE: 4/16/86

SCHEDULE OF EQUIPMENT  
ANNE ARUNDEL COUNTY, MARYLAND

BOOK 501 PAGE 188

Conditional Sales Contract #96013

PAGE 1 of 2

<u>QUANTITY</u>	<u>EQUIPMENT DESCRIPTION</u>	<u>SERIAL NUMBER</u>
Equipment provided by: ITT Courier Terminal Systems 400 East Pratt Street Baltimore, Maryland 21202		
Equipment location: Arundel Center Calvert & Northwest Streets Annapolis, Maryland 21404		
1	ITT Courier Model 9420 Controller	H1M-020593, H1M-022127, H1M-025322, H1M-006492
1	ITT Courier Model 9301 Printer	K2C-004241
3	ITT Courier Model 9230 Displays	H1M-019767, H1M-020136, H1M-020480

Equipment provided by:  
Standard Copier Machines, Inc.  
8363 Town Center Court  
Baltimore, Maryland 21236

Ricoh Model 4065 Coin Operated Copier

Equipment to be located at  
County Public Library Branches  
as follows:

<u>QUANTITY</u>	<u>EQUIPMENT LOCATION</u>	<u>SERIAL NUMBER</u>
1	Brooklyn Branch 11th Avenue Baltimore, Maryland 21225	0686014472
1	Odenton Branch 1270 Odenton Road Odenton, Maryland 21113	0686025553
1	South County Branch Churchton Road Deale, Maryland 20751	0686014457
1	Broadneck Branch 1275 Green Holly Drive Annapolis, Maryland 21401	0686014475

Mailed to Secured Party

APPROVED FOR FORM AND  
LEGAL SUFFICIENCY.  
COUNTY SOLICITOR  
ANNE ARUNDEL COUNTY, MARYLAND

BY [Signature] 4/15/86  
TE

BOOK 501 PAGE 189



This STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code:

Anne Arundel Co.

No. of Additional Sheets Presented:

Maturity Date 3. (Optional):

1. Debtor(s) (Last Name First) and Address(es):

2. Secured Party(ies) (Name(s) and Address(es):

4. For Filing Officer: Date, Time, No., Filing Office

STG Distributing, Inc.  
6702 North Cedar  
Suite 204  
Fresno, CA 93710

Metro North State Bank  
8320 No. Oak Trafficway  
Kansas City, MO 64155

RECORD FEE 10.00  
M17748 0777 PM 108:40  
JUL 29 86

5. This Statement Refers to Original Financing Statement No. 18682 4910 102  
Filed (date) 3/27/86 with (If Fixtures) in Book Page

- 6.  A. Continuation The original Financing Statement bearing the above file number is still effective.
- B. Termination The Secured Party of record no longer claims a security interest under the Financing Statement bearing the above file number.
- C. Release From the Collateral described in the Financing Statement bearing the above file number, the Secured Party of record releases the following:
- D. Assignment The Secured Party of record has assigned the Secured Party's rights in the property described below under the Financing Statement bearing the above file number to the Assignee whose name and address are shown below:
- E. Amendment The Financing Statement bearing the above file number is amended as set forth below: (Signature of Debtor is required if Collateral is added.) See No. 9 below

7. Description of Collateral: n/a

9. Debtor's name changed to:  
Stars To Go, Inc.

8. Name(s) of Record Owner(s): } n/a

STARS TO GO, INC.

METRO NORTH STATE BANK

By: [Signature]  
Signature(s) of Debtor(s) (Only on Amendment)

By: [Signature]  
Signature(s) of Secured Party(ies)

Approved By: [Signature]  
Secretary of State

(1) FILING OFFICER COPY - ALPHABETICAL  
FORM UCC-3 - MISSOURI UNIFORM COMMERCIAL CODE

G. L. CLERK

MISSOURI SECRETARY OF STATE  
1986 JUL 29 AM 9:00  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

STATE OF MARYLAND

BOOK 501 PAGE 190

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 16370

RECORDED IN LIBER C777 FOLIO RQ2 ON Mar. 4, 1986 (DATE)  
9:51

1. DEBTOR

495 393

Name Stephen C. Krac and Linda N. Krac

Address 508 Deerhorn Ct. Millersville, Md. 21108

2. SECURED PARTY

Name CentraBank

Address 201 N. Charles St. P.O. Box 1316 Baltimore, Md. 21203

RECORD FEE 10.00  
POSTAGE 50  
#17749 CTT RM 108341  
JUN 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

Mailed to Secured Party

1986 JUL 29 AM 9:00  
E. AUBREY COLLISON  
CLERK

Dated June 16, 1986

BY: Ronald H. McElroy A.V.P.  
(Signature of Secured Party)

Ronald H. McElroy

Type or Print Above Name on Above Line

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

RECORD FEE  
\$11.00  
\$0.50

11.00  
.50  
JUL 29 86

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 3, 1986, Schedule # 03, dated July 1, 1986 between Assignor as Lessor and LEASE ACCOUNT # 683060 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1986 between Assignor and Assignee:

1 Caterpillar 977 Track Loader - s/n 11K4323 w/3rd Valve & Rake w/Top Clamp together with all equipment parts, tools, accessories, attachments, additions, replacements, and other accessions now or hereafter installed in, affixed to, or used in connection with the above described property.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*[Signature]*  
(Signature of Debtor)

Frank J. Sarro, III

Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*[Signature]*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line



1986 JUL 29 AM 9:00  
AUBREY COLLISON  
CLERK

Filed with A.A. County

DLSDVP03

1195

Mailed to Secured Party

263020

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/14/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated March 10, 1986, Schedule # 01, dated March 24, 1986 between Assignor as Lessor and LEASE ACCOUNT # 680130 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 14, 1986 between Assignor and Assignee:

1 Pixall Bean Harvester s/n PBJ-84-59

RECORD FEE 11.00  
POSTAGE 2.50  
017754 077 01 TOR:45  
JUL 29 86

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro, III*  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CR  
CLERK

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

*William J. Ottey*  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

86 JUL 29 AM 9:00  
AUBREY COLLISON  
CLERK

Filed with A A CO

Mailed to Secured Party

113

1194  
TALSFM

263021

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/14/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
117755 0777 R01 109745  
JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Feb. 26, 1986, Schedule # 01, dated 5/19/86 between Assignor as Lessor and LEASE ACCOUNT # 686220 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 14, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County



PRTCO  
1193

1986 JUL 29 AM 9:00  
E. AUBREY COLLISON  
CLERK

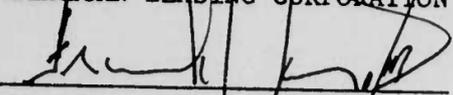
1153

EQUIPMENT LIST

1 (one) Qantel System 45-150 (150 MB Disk Drive, 1/4" Cartridge Tape)

QTY	MODEL	DESCRIPTION	SERIAL #
1	45150	CPU Q30	D20974-D18190
1	2117-3	Memory Card	P1232
4	2118	128K Memory	P8261
		"	P8249
		"	P8237
		"	P8225
1	4807	IOU56 Controller	D21372
1	4850-1	Hub Unit	P00102
2	4848-1	Line Driver	P0801
		"	P0833
1	3635	150 MB Disk Drive	D22075
1	5264	1/4" Cartridge Tape	D22070
1	5180-10	IOU39S Controller	P00317
1	5264-1	IOU53 Controller	D20416
1	5090-1	Printer 300LPM	D19321
1	4352	Printer 150CPS	D17611
1		RDI Box	P06033
12	4032	VT-3 Work Stations	P11005
		"	P11819
		"	P11659
		"	P10765
		"	P11269
		"	P11820
		"	P11786
		"	P12219
		"	P11668
		"	P11242
		"	P11827
		"	P11389

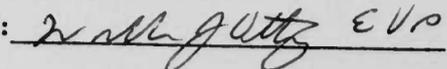
TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro, III, Exec. V.P.

Mailed to Secured Party

IRVINGTON FEDERAL SAVINGS AND  
LOAN ASSOCIATION

BY:  E.V.P.

TITLE: William J. Ottey, Exec. V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50

Person And Address To Whom Statement Is To Be Returned If Different From Above.

JUL 29 1986 11:55 AM TOR-45

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 10, 1986, Schedule # 01, dated June 16, 1986 between Assignor as Lessor and LEASE ACCOUNT # 680160 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 16, 1986 between Assignor and Assignee:

See attached equipment list

JUL 29 86

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

1986 JUL 29 AM 9:00  
E. AUBREY COLLISON  
CLERK

Filed with Anne Arundel County

150

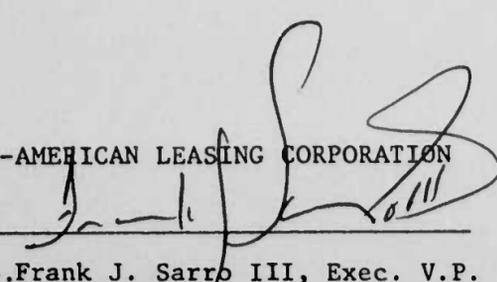
EQUIPMENT LIST

BOOK 501 PAGE 196

<u>Quantity</u>		<u>Description of Equipment</u>
1	2232025-0013	Business System 352A Includes 17 MB Disk, 512 KB Memory and 1 VDT s/n 02150460463
1	2234606-0001	931 VDT 02332960009
1	2532856-0003	4 Channel Communications Kit
1	2245102-0001	880 Printer Kit s/n 02388260026
1	999841-0001	Printer Stand
2		Racil Vadic 1200PA - 1200 baud error correcting modems 6A19341001 & 6A19402001
1		Computer to modem cable
1		Modem to VDT Cable
1		PC Terminal Software with cable

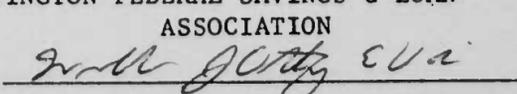
Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro III, Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY: 

TITLE: William J. Ottey, Exec. Vice-Pres.

263023

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/17/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

RECORD FEE 11.00  
TAXES 1.50  
TOTAL 12.50  
JUL 29 1986

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 1, 1986, Schedule #N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB 3032 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 7/17/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III  
(Signature of Debtor)

Frank J. Sarro, III, Exec. V. P.

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, E.V.P.  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line



00:5 AM 23 JUL 1986

REGISTERED

Filed with Anne Arundel County

11/50

BB/Char/Hr/Dgn

1201

EQUIPMENT LIST

Charlotte and Keith Watson, as individuals  
D/B/A Charlotte's Hair Design

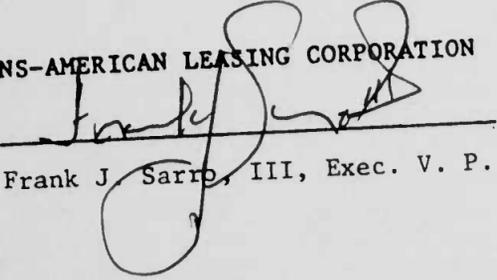
BOOK 501 PAGE 198

Quantity

Description

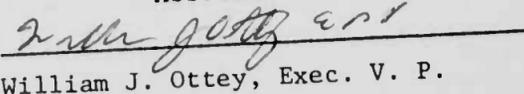
6	Dina Meri Curler Carts
3	Custom Island Styling Stations
6	Pibbs #999 Hyd. Styling Chairs
8	Rachlin Chrome 838 Reception Chairs
1	Used Black Uph. Facial Chair Lounge
3	Pibbs Shampoo Chairs
6	Pibbs #998 Dryer Chairs
1	Pibbs #998 Dryer Chair
6	Helene Curtis Cool-Temp Dryers
3	Belv. Cast Iron Shampoo Bowls #3800-622-403

TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarr, III, Exec. V. P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY: 

William J. Ottey, Exec. V. P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263024

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/19/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION
Address 7711 Quarterfield Road
Glen Burnie, MD 21061

RECORD FEE 11.00
POSTAGE .50
REGISTERED COPY FOR 108746
JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated July 1, 1986, Schedule # 01, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3036 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated 7/17/86 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro, III, Exec. V. P.
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey, Exec. V.P.
(Signature of Secured Party)

Type or Print Above Name on Above Line



1986 JUL 29 AM 9:00
E. AUERLEY COLLISON
CLERK

Filed with Anne Arundel County

1150

1200
BB/NU

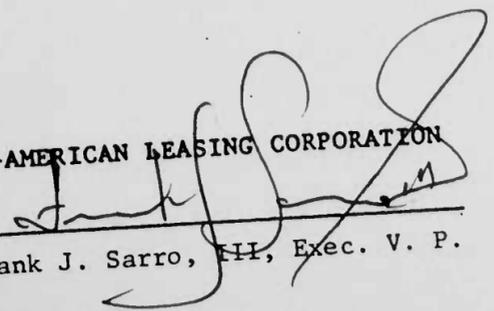
EQUIPMENT LIST

BOOK 501 PAGE 200

THE NU-U HAIR GALLERY, INC.

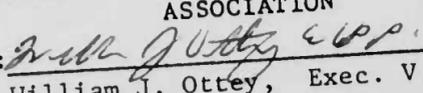
<u>Quantity</u>	<u>Description</u>
8	#91250 Styling Chairs
8	Custom Stations 3' 6"w/2 drawers and 30" round beveled edge mirror
4	#913 Dryer Chairs with #810 First Lady Dryers
3	Custom Made Shampoo Bulkheads
3	#3800-622-403 Shampoo Bowls
3	Shampoo Hairs #978
1	Cascade Reception Desk
1	#324 Manicure Table w/lamp
2	Ergo Spec. Stools
2	Meto Retail Racks 5 Shelves

TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarro, III, Exec. V. P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY: 

William J. Ottey, Exec. V. P.

Mailed to Secured Party

263025

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORD FEE 11.00  
POSTAGE .50  
JUL 29 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated June 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3031 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated \_\_\_\_\_ between Assignor and Assignee:

- 6 (Six) Belv. #782 A 50 LaCanasta Styling Chairs
- 6 (Six) Belv. Norris Dryer Chairs
- 6 (Six) Helene Curtis Cool Temp Dryers
- 6 (Six) Venice Dina Meri #111 Curler Carts
- 6 (Six) 60" Custom Formed Laminated Countertop Stations
- 2 (Two) 60" Plate Glass Mirrors

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

CR CLERK

966 JUL 29 AM 9:00

AUDREY COLLISON CLERK

Filed with Anne Arundel County

113

Mailed to Secured Party

BB/SHIP 1199

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

11.00  
POSTAGE .50  
#17760 OTT R01 108:47  
JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated February 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB3026 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated \_\_\_\_\_ between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

[Signature]  
(Signature of Debtor)

Frank J. Sarro, III., Exec. V.P.  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

CR  
CLERK

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

[Signature]  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

1986 JUL 29 AM 9:00  
F. ALPHEE COLLISON

Filed with Anne Arundel County

1150

BB/AS YOU LIKE

1195

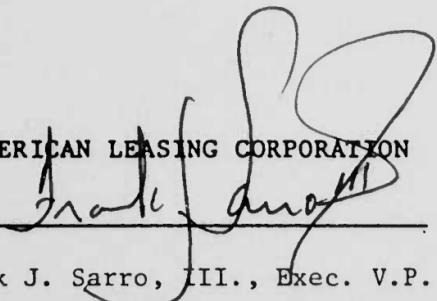
ELIZABETH E. FORD, A SOLE PROPRIETOR  
D/B/A AS YOU LIKE IT HAIR SALON

EQUIPMENT LIST

BOOK 501 PAGE 203

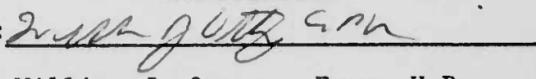
<u>QUANTITY</u>	<u>DESCRIPTION</u>
4	#1900 Styling Chairs
5	#1910 Dryer Chairs BP418C
5	Helene Curtis Salon Dryers w/smoked hoods
2	#3800-622-403 Shampoo Bowls
2	Custom Made Shampoo Bulkheads
1	Cascade Reception Desk 48"
3	#111 HC Roller Caddies
2	Pibbs #978 Shampoo Chairs
3	Stations
3	36 x 30 Mirrors
1	111HC Roller Cart Exchange

TRANS-AMERICAN LEASING CORPORATION

BY: 

Frank J. Sarro, III., Exec. V.P.

IRVINGTON FEDERAL SAVINGS & LOAN  
ASSOCIATION

BY: 

William J. Ottey., Exec. V.P.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION  
Address The Steffey Bldg., Ste. 200B, 407 Crain Hwy., Glen Burnie, MD 21061

2. SECURED PARTY

Name IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION  
Address 7711 Quarterfield Road  
Glen Burnie, MD 21061

RECORDING FEE 11.00  
POSTAGE .50  
INITIAL CTM 01 109:47  
JUL 29 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Irvington Federal Savings & Loan Association of certain lease payments under certain True Lease Assignment dated Feb. 1, 1986, Schedule # N/A, dated N/A between Assignor as Lessor and LEASE ACCOUNT # BB 3025 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated \_\_\_\_\_ between Assignor and Assignee:

- Ten (10) Captain Rabbit Chairs BP412C-Earth
- Three (3) Shampoo Chairs BPH12-Earth
- Two (2) Dina Meri #111-Brown
- Thirty one (31) #1800-622-403-Blush

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

Frank J. Sarro III  
(Signature of Debtor)

Frank J. Sarro III, Exec. V. P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

IRVINGTON FEDERAL SAVINGS & LOAN ASSOCIATION

William J. Ottey  
(Signature of Secured Party)

William J. Ottey, Exec. V.P.

Type or Print Above Name on Above Line

Filed with Anne Arundel County

Mailed to Secured Party

11.50

BB/Main/St/Hr

1/97



1986 JUL 29 AM 9:01  
E. AUBREY COLLISON  
CLERK

BOOK 501 PAGE 205

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 471 Page No. 518  
Identification No. 251357 Dated March 20, 1984

1. Debtor(s) { Phillips Financial Services, Inc.  
Name or Names—Print or Type  
{ 114 Forbes Street, Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank Of Maryland  
Name or Names—Print or Type  
{ 25 S. Charles Street, Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation  
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORDING FEE 10.00  
POSTAGE .50  
MAY 22 0771 001 108:48  
JUL 29 86

<p>A. Continuation ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



1986 JUL 29 AM 9:01  
E. AUBREY COLLISON  
CLERK

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D. Sneed

Signature of Secured Party

Loan Administration Officer  
Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

BOOK 501 PAGE 206

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466

Page No. 272

Identification No. 249255

Dated Oct. 6, 1983

1. Debtor(s) } Phillips Corporation  
Name or Names—Print or Type  
} 114 Forbes Street, Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code

2. Secured Party } The First National Bank Of Maryland  
Name or Names—Print or Type  
} 25 S. Charles Street, Annapolis, Maryland 21202  
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation  
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any)

4. Check Applicable Statement:

SEARCH FEE 10.00  
FILING FEE .50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

#17733 DTT 001 7081-49  
JUL 29 1986

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D. Sneed

Signature of Secured Party

Loan Administration Officer

Type or Print (Include Title if Company)

FNB 1216 (1-80)

1986 JUL 29 AM 9:01  
G. L. COLLISON  
CLERK

G. L. COLLISON  
CLERK

Mailed to Secured Party

BOOK 501 PAGE 207

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 466

Page No. 271

Identification No. 249254

Dated Oct. 6, 1983

1. Debtor(s) { Phillips Leasing Division of Phillips Corporation  
Name or Names—Print or Type  
114 Forbes Street, Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank of Maryland  
Name or Names—Print or Type  
25 S. Charles Street, Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation  
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any)

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
JUL 29 1986

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>



1986 JUL 29 AM 9:01  
E. MURPHY COLLISON  
CLERK

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D. Sneed

Signature of Secured Party

Loan Administration Officer

Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

BOOK 501 PAGE 208

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. C237 466- Page No. R02 139  
Identification No. 35116 Dated Sept. 26, 1983

1. Debtor(s) Phillips Corporation  
Name or Names—Print or Type  
114 Forbes Street, Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code

2. Secured Party The First National Bank Of Maryland  
Name or Names—Print or Type  
25 S. Charles Street, Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation  
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORDED FEE 10.00  
POSTAGE .50  
TOTAL FEE \$10.50

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

JUL 29 86

Dated: July 16, 1986 FIRST NATIONAL BANK OF MARYLAND  
Name of Secured Party  
Jakob A. Smead  
Signature of Secured Party  
Loan Administration Officer  
Type or Print (Include Title if Company)



RECORDED  
1986 JUL 29 AM 9:01  
E. AURREY COLLISON  
CLERK

FNB 1216 (1-80)

Mailed to Secured Party

BOOK 501 PAGE 209

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. C237 446 Page No. R02 128  
Identification No. 35115 Dated Sept. 26, 1983

1. Debtor(s) { Phillips Leasing Division of Phillips Corporation  
Name or Names—Print or Type  
{ 114 Forbes Street, Annapolis, Maryland 21401  
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank Of Maryland  
Name or Names—Print or Type  
{ 25 S. Charles Street, Baltimore, Maryland 21202  
Address—Street No., City - County State Zip Code

MAIL COPY TO: Kathy Alt, Maryland National Industrial Finance Corporation  
502 Washington Avenue, Towson, MD 21204

3. Maturity Date (if any)

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

10.00  
FURNISH  
ATTORNEY'S FEE 108.50  
JUL 29 86



1986 JUL 29 AM 9:01  
E. AUBREY COLLISON  
CLERK

Dated: July 16, 1986 FIRST NATIONAL BANK OF MARYLAND  
Name of Secured Party  
Jackie D. Sneed  
Signature of Secured Party  
Loan Administration Officer  
Type or Print (Include Title if Company)

FNB 1216 (1-80)

Mailed to Secured Party

MARYLAND FINANCING STATEMENT

UCC-1

263023

- Not Subject to Recordation Tax
- Recordation Tax of \$ \_\_\_\_\_ on  
Principal Amount of \$ \_\_\_\_\_ is enclosed/  
has been paid (strike inapplicable phrase).

For Filing Officer	
File No.:	_____
Record Reference:	_____
Date & Hour of Filing:	_____

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: HARRY E. NEUMAN, III, T/A AMPRESS; LUCKY LOTTERY PUBLICATIONS  
(Name or Names)  
5203 6th St., Baltimore, MD 21225  
(Address)

DEBTOR: \_\_\_\_\_  
(Name or Names)  
 \_\_\_\_\_  
(Address)

2. SECURED PARTY: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
(Name or Names)  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234  
(Address)

3. ASSIGNEE (if any) of SECURED PARTY: BALTIMORE FEDERAL FINANCIAL F.S.A.  
(Name or Names)  
Box 116 FAYETTE ST. BALTO. MD. 21203  
(Address)

4. This Financing Statement covers the following types (or items) of property:

- One - A.B. Dick Offset Press, Model 9820, S/N 000539/2306
- One - A.B. Dick Offset Press, Model 9850, S/N 000838/002947

RECORDED RE 13.00  
 NOTARIAL .50  
 JUL 29 1986 10:51  
 JUL 29 86



1986 JUL 29 AM 11:11  
 AUDIT CLERK

5. The above described goods are affixed to, or are to be affixed to the following described real estate:

Mailed to Secured Party

- 6. Proceeds of Collateral are covered hereunder: Yes  No
- Products of Collateral are also covered: Yes  No

DEBTOR(S): HARRY E. NEUMAN, III,  
 T/A AMPRESS; LUCKY LOTTERY  
 PUBLICATIONS  
 By: [Signature] Owner  
(Title)  
HARRY E. NEUMAN III  
(Type or print name of person signing)

SECURED PARTY:  
ATLANTIC INDUSTRIAL CREDIT CORPORATION  
 By: [Signature]  
Robert E. Polack, President  
(Type or print name of person signing)

By: [Signature] \_\_\_\_\_  
(Title)  
[Signature]  
(Type or print name of person signing)

Return To: ATLANTIC INDUSTRIAL CREDIT CORPORATION  
Equitable Bank Bldg., 8767 Satyr Hill Rd., Baltimore, MD. 21234

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Eastern Petroleum Corporation  
Address: 33 Hudson Street  
Annapolis, Maryland 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

RECORD FEE 12.00  
FILING FEE .50  
JUL 29 1986

3. This Financing Statement covers the following types (or items) of property:

SEE ADDENDUM A

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): Eastern Petroleum Corporation  
By: *J. Kent McNew*  
.....  
.....  
.....  
.....

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND  
By: *John J. Feldman, III*  
.....  
..... John J. Feldman, III Assistant Vice Pres.  
Type Name and Title

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1250-  
045-580/2 Rev 5-79

RECEIVED FOR RECORD  
HARVARD COUNTY  
1986 JUL 29 AM 11:12  
E. AUBREY COLLISON  
CLERK



KEIM  
Multi Purpose

Tax # 1

ADDENDUM H

BOOK 501 PAGE 212

~~JOB # 416727-03~~

905033 401 Eastern Petroleum 13991

Multi Hose - 3 Sections  
Model 416727-16  
333AE1 TRIM (A)

Serial # Per Section  
S/N 066 333AE1 09886, 09903,  
09890

416727-17  
333AE2 TRIM (B)

S/N 066 333AE2 09865, 09883,  
09869

416727-18  
333AE3 TRIM (C)

S/N 066 333AE3 09228, 09207,  
09213

416550-03 Trash Receptacle  
381A RECEPTACLE

S/N 066 381A 07783, 07782,  
07781

Multi Hose Displays Side 1

417365-01 3 PROD. DISPLAY S/N 066 333A5-

22289, 22293, 22291

Multi - Hose Display - Side 2

417365-02 3 PROD. DISPLAY S/N 066 333A5-

22294, 22292, 22290

417375-03 Valance on Top Case

333A4 RACE/VAL-2 S/N 066 333A4 10080,

10082, 10081

Total for Above Equipment

Glendale Mini Mart \$37500.00

FINANCING STATEMENT

263023

Debtor(s)

Date: 07-14-86

Name: Cindy Baldwin & Kenneth Billings

Address: 8335-A Woodward St.  
Savage, Md. 20763

Secured Party: Tower Federal Credit Union  
P.O. Box 123  
Annapolis, Maryland 20701

RECORD FEE 12.00  
RECORD TAX 115.50  
POSTAGE .50  
11779 0345 R01 110:09  
JUL 29 86

- The Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). 1981 Windsor Mobile Home - 2 Bedroom, Carpeting, Dishwasher Microwave, Washer, Dryer, Refrigerator, Gas Range, Fireplace, Patio Skirting, (2) Bow Windows, (2) 12,000 BTU Window Air Conditioners
- If above described personal property is to be affixed to real property, describe real property.  
See Addendum Attached Hereto and Made Apart Here of
- Proceeds of collateral  are  are not covered.
- Products of collateral  are  are not covered.
- This transaction  is  is not subject to a recordation tax.  
If subject to tax: Amount Financed 16,500.00 Recordation Tax \$128.00

Circuit Court for Anne Arundel County  
Secured Party:

Debtor(s):

Cindy L. Baldwin  
(Signature)

Tower Federal Credit Union

Cindy L. Baldwin  
(Type or Print)

Kenneth R. Billings  
(Signature)

By: James Joppetto 7/14/86

Kenneth R. Billings  
(Type or Print)

TO: THE FILING OFFICER:

After recordation please mail to:

Tower Federal Credit Union  
P.O. Box 123  
Annapolis Junction, Maryland 20701

1250  
115.50

CR  
CLERK

RECEIVED FOR RECORD  
BY THE FILING OFFICER

1986 JUL 29 AM 11:12

E. AUBREY COLLISON  
CLERK



"ADDENDUM MOBILE HOME"

The undersigned debtor grants to Tower Federal Credit Union, its successors and assigns, a purchase money security interest, in accordance with the terms and conditions of the Security Agreement for Closed End Loan on the reverse side of the Loan Request and Credit Disclosure Statement to which this Addendum I is Attached, in and to the following described personal property:

Collateral: Mobile Home  NEW  OLD

Year: 81  
Make and Model: Windsor  
Length and Width: 14x70  
Serial Number: WINZW1701413060

Equipment (included as part of the collateral):  
 Range # 3X007 285251 Magic Chef  
 Refrigerator # SG 573638 General Electric  
 Freezer # N/A  
 Dishwasher General Electric  
 Clothes Washer General Electric  
 Dryer General Electric  
 Awnings N/A  
 Skirting 14x70  
 Air Conditioning Unit Sears  
 Acc. Shed N/A  
 Furniture (Mfgs. Floor Plan N/A  
 Other fireplace  
Microwave - Tappan

Primary use of collateral:

- Personal, family or household
- Farming Operations
- Business

Will the collateral be affixed to the land?  NO  YES

If yes, give full name of the record owners of the land: Chesapeake Mobile Homes

The collateral is to be located at: 130 B Chesapeake Trailer Court, Ridge Chapel Rd., Hanover

Date: 7/14/86

Cindy S. Baldwin  
DEBTOR

Kenneth R. Billings  
DEBTOR

Box 123/Annapolis Junction/Maryland 20701/301-688-6486

Mailed to Secured Party

BOOK 501 PAGE 215

203030

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

4 For Filing Officer: Date, Time, No. Filing Office

1. Debtor(s) (Last Name First) and Address(es)  
Kaew Sciukas  
Severn MHP Lot 126  
7959 Telegraph Rd.  
Severn, Md. 21144

2. Secured Party(ies) Name(s) and Address(es)  
Eastern Homes, Inc.  
8291 Washington Blvd.  
Jessup, Md. 20794

RECORD FEE 11.00  
#17808 0777 R01 T10:17  
JUL 29 86

5. This Financing Statement covers the following types (or items) of property  
The mobile home, manufactured by Zimmer, year 86, model L56, W 14, Serial # 2750, and all consumer goods, appliances, accessories, equipment and attachments now contained in the mobile home, and all accessories later affixed to mobile home, including proceeds and insurance proceeds of all of the foregoing.

6. Assignee(s) of Secured Party and Address(es)  
P. S. F. S.  
Consumer Lending Department  
1234 Market Street—9th Floor  
Philadelphia, PA 19107

7.  The described crops are growing or to be grown on \*  
 The described goods are or are to be affixed to \*  
 The lumber to be cut or minerals or the like (including oil and gas) is on \*  
\*(Describe Real Estate in Item 8)

8. Describe Real Estate Here:  This statement is to be indexed in the Real Estate Records

9. Name of a Record Owner

*Conditional Sales Contract has been signed*

No. & Street	Town or City	County	Section	Block	Lot
10. This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box) <input type="checkbox"/> which is proceeds of the original Collateral described above in which a security interest was perfected, or <input type="checkbox"/> acquired after a change of name, identity or corporate structure of the Debtor, or <input type="checkbox"/> as to which the filing has lapsed, or already subject to a security interest in another jurisdiction: <input type="checkbox"/> when the Collateral was brought into this State, or <input type="checkbox"/> when the Debtor's location was changed to this State					

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s)

By Kaew Sciukas Signature(s) of Debtor(s)

By Eastern Homes Inc Signature(s) of Secured Party(ies)  
Julie Moleley, Jr  
(Required only if Item 10 is checked)

(1) FILING OFFICE COPY - NUMERICAL  
(5-83) STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania

CR CLERK

Mailed to Secured Party

1986 JUL 29 AM 11:13

E. AUDREY COLLISON CLERK

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 248563

RECORDED IN LIBER 464 FOLIO 528 ON August 12, 1983 (DATE)

1. DEBTOR

Name MRK Enterprises, Inc.,  
t/a Meineke Discount Muffler Shop  
Address 2235 Southland Road Baltimore, MD 21207

RECORD FEE 10.00  
POSTAGE .50

2. SECURED PARTY

Name Clifton Trust Bank  
Address 10112 York Road Cockeysville, MD 21030

117531-0777 R01 111:00  
JUL 29 86

**HARTMAN AND CRAIN** 2661 Riva Road, Suite 810, Annapolis, MD 21401  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>TERMINATION</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1986 JUL 29 AM 11:14  
E. AUBREY COLLISON  
CLERK

CLIFTON TRUST BANK

Dated July 3, 1986

By: [Signature]  
(Signature of Secured Party)

John A. Farley, Jr.,  
Type or Print Above Name on Above Line  
Chairman of the Board

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

MRK ENTERPRISES, INC.,  
t/a MEINEKE DISCOUNT MUFFLER SHOP  
2235 Southland Road  
Baltimore, MD 21207

2. NAME AND ADDRESS OF SECURED PARTY:

CLIFTON TRUST BANK  
10112 York Road  
Cockeysville, MD 21030

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- 

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_

This transaction is  , is not  exempt from the recordation tax.  
Principal amount of the Debt is \$60,000.00

RECORD FEE	12.00
RECORD TAX	420.00
POSTAGE	.50
#31133 C237 R02 110:31	
AUG 12 83	

DEBTOR:

MRK ENTERPRISES, INC.,  
t/a MEINEKE DISCOUNT MUFFLER SHOP

By: Ronald Krifchin (SEAL)  
Ronald Krifchin, President

RECEIVED FOR RECORD  
 CIRCUIT COURT, ANNE ARUNDEL COUNTY  
 1983 AUG 12 AM 10:39  
 E. AUBREY COLLISON  
 CLERK  
 MAM

AFTER RECORDATION RETURN TO:

Coady & Farley  
400 Allegheny Avenue  
Towson, MD 21204

Mailed to: \_\_\_\_\_

Mailed to Secured Party

12 -  
420 -  
50

BOOK 501 PAGE 218

003000

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
International Office Machines, Inc.		7345 Ritchie Hwy.	Glen Burnie,	MD 21061

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
IBM Credit Corporation, One Cherry Hill Suite 217, P.O. Box 2837, Cherry Hill, New Jersey 08034				

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

RECORD FEE 11.00  
#17336 DT77 R01 T11 #05  
JUL 29 86

All inventory, equipment, furniture, fixtures, accounts, contract rights, chattel paper, instruments, general intangibles, reserves, rebates, discounts, credits and incentive payments, wherever located now owned or hereafter acquired, and all attachments, parts, accessions, accessories and replacements thereto and all proceeds thereof.

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

International Office Machines, Inc. IBM Credit Corporation (Seal)

*William A. Weyrich* *RM Course*

WILLIAM A. WEYRICH Agent  
(Type or print name under signature) (Owner, Partner or Officer and Title)  
(Signatures must be in ink)

CR CLERK

Mailed to Secured Party

1986 JUL 29 AM 11:15

E. AUBREY COLLISON  
CLERK

BOOK 501 PAGE 219

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) and address(es) EZRA STARR INC. c/o SELBY YACHT SALES EDGEWATER, MD. 69-024-5875-0	2. Secured Party(ies) and address(es) MIDLANTIC NATIONAL BANK 2 BROAD ST. BLOOMFIELD, N.J. 07003	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)  RECORD FEE 10.00 MIDRBY CTTI 001 111-006 JUL 29 86
---	---	---

4. This statement refers to original Financing Statement bearing File No. ID 246289 Liber 459 Pg. 210  
Filed with ANNE ARUNDEL Date Filed 2/23/83 1983

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

Na. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: MIDLANTIC NATIONAL BANK ASST. V.P. Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical STANDARD FORM - FORM UCC-3

Mailed to Secured Party

G.L. CLERK

RECEIVED FOR CLERK  
MIDRBY CTTI 001 111-006  
1986 JUL 29 AM 11:15  
E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Farm Fresh Supermarkets of Baltimore, Inc. 2801 Smith Avenue Baltimore, Maryland 21209	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203 Attn: Gloria Bolton  Return to Secured Party
--	--

11.00  
.50

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

JUL 29 1986

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction  (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 250,000.00

DEBTOR:

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

By: *Jack Millman*  
By: *Benjamin Green, VP*

By: *Louise P. Kelly, VP*  
By: *Jana 12 1986*

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

*6 Hommock Lane  
Balt Md. 21225*

*Business has several locations:  
Stamp tax paid + 0 SDAT: 7.16 FG  
amount \$836.00*

Mailed to Secured Party

FINANCING STATEMENT

File No.

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)  E.J. Dwyer Co., Inc. 809 K. Barkwood Court Linthicum Heights, MD 21090	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: <i>Lesly L. Taylor</i>  Return to Secured Party
--	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) (~~is not~~) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 60,000.00

DEBTOR:

E.J. Dwyer Co., Inc.  
By: *Edward J. Dwyer*  
Edward J. Dwyer, President

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

By: *Ronald P. Anthony, A.V.P.*  
RONALD P. ANTHONY, A.V.P.  
July 17 1986  
(Date Signed by Debtor)

RECORD FEE 11.00  
JUL 29 1986  
1986 JUL 29 AM 11:15  
E. AUSTIN COLLISON  
CLERK

CR CLERK

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

1150.

Mailed to Secured Party

Anne Arundel County - \$10.00

*Circuit Court of A.A. Co. Baltimore Md.*

MARYLAND UNIFORM COMMERCIAL CODE - FORM UCC-3  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

1. THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247487, RECORDED IN LIBER 462 FOLIO 166 ON 5/26/83 (DATE).

2. Name and address of Debtor(s) Dr. D. Fancher T/A Arnold Vet Hospital 1414 Ritchie Hwy Arnold, Md. 21012	3. Name and address of Secured Party C.I.T. Corporation 1301 York Rd. Lutherville, Md. 21093
--	---

RECORDING FEE 10.00  
JUL 29 86

4. After recording, this statement is to be returned to C.I.T. Corporation at

5. Maturity date of obligation (if any):

6. CHECK  FORM OF STATEMENT

A.  CONTINUATION - The original financing statement described in Item 1 above between the foregoing Debtor and Secured Party is still effective.

B.  PARTIAL RELEASE - From the collateral set forth in the financing statement described in Item 1 above, the Secured Party releases the collateral described in Item 8 below.

C.  ASSIGNMENT - The Secured Party certifies that it has assigned to the Assignee whose name and address is set forth in Item 7 below, Secured Party's rights under the financing statement described in Item 1 above. This assignment covers the collateral described in Item 8 below.

D.  TERMINATION - The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement described in Item 1 above.

E.  OTHER - \_\_\_\_\_ (State whether amendment, etc.)

7. Name and Address of Assignee:

8. Description of Collateral:

Dated 2/11/86

*Joseph C. Sickle*  
(Signature of Secured Party)

Joseph C. Sickle  
(Type or Print Name of Secured Party on Above Line)

Mailed to Secured Party

15.00  
21.00  
.50  
JUL 29 86

G.L. CLERK

ANNE ARUNDEL COUNTY

1986 JUL 29 PM 3:50

E. AUBREY COLLISON  
CLERK

283081

TO BE  
 NOT TO BE } RECORDED IN LAND RECORDS

SUBJECT TO  
 NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$3,000.00  
Recording Tax paid only on Items Subject to Said Recording Tax:  
Total Amount: \$5,000.00

FINANCING STATEMENT

1. Debtor(s):

CLAY, INC. and CLAY'S, INC.  
Name or Names—Print or Type  
1 Riverview Avenue, Annapolis, Md. 21401  
Address—Street No., City - County State Zip Code

CLAY M. DONOHO and DIANE WHITE and CHARLES M. DONOHO  
Name or Names—Print or Type  
1 Riverview Avenue, Annapolis, Md. 21401  
Address—Street No., City - County State Zip Code

2. Secured Party:

BALTIMORE CIGARETTE SERVICE, INC.  
Name or Names—Print or Type  
140 S. Azar Avenue, Glen Burnie, Md. 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

SEE ATTACHED

RECORD FEE 15.00  
RECORD TAX 21.00  
POSTAGE .50  
317873 CTTT R01 113:04  
JUL 29 86

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

Debtor(s):  
CLAY, INC.  
By Clay M. Donoho  
Clay M. Donoho, President  
CLAY'S, INC.  
By Clay M. Donoho  
Clay M. Donoho, President  
Clay M. Donoho  
Clay M. Donoho  
Diane C White  
Diane White  
Charles M. Donoho  
Charles M. Donoho

Secured Party:  
BALTIMORE CIGARETTE SERVICE, INC.  
By Robert E. Carlucci  
(Company, if applicable)  
Robert E. Carlucci, President  
(Signature of Secured Party)  
Type or Print (Include title if Company)



1986 JUL 29 PM 3:50  
AUDREY COLLISON  
CLERK

To THE FILING OFFICE: After this statement has been recorded please mail the same to:

Name and Address Zell Margolis, Esq. 200 E. Lexington Street  
Local Bus. Form 7-1 1313 Court Square Bldg. Baltimore, Md. 21202

15-21-50

This Financing Statement is notice that a Security Agreement and/or Confessed Judgment Promissory Note has been executed by the Debtor (s) in favor of the Secured Party in the amount stated on the first page hereof and is also notice that this Financing Statement is to cover all future advances made in conformity with the Uniform Commercial Code and covers the following types of property;

All of Debtor's inventory of every type and description now owned and hereafter acquired and wherever located, including, without limitation, goods returned or repossessed or stopped in transit, goods used for demonstration, promotion, marketing or similar purposes and all materials and supplies usable or used or consumed in the course of Debtor's business, together with all present and future substitutions, parts, additions, accessories, attachments, accessions, replacement parts, additions thereto in any form whatsoever, and also all proceeds resulting from the sale or other disposition thereof, including but not limited to cash accounts, installment documents, chattel papers, security agreements and goods. All of Debtor's present and future accounts, notes, instruments, documents, chattel paper, tax refunds, general intangibles and contract rights, all present and future rights of Debtor to the payment of money due or to become due to Debtor for any reason whatsoever, all present and future rights of Debtor with respect to all licenses, patent rights, copyrights, franchises, trade names and trademarks, and all of Debtor's right, title and interest in and to the liquor license, all its renewals, continuations or extensions thereof issued in connection with the property located at 1 Riverview Road, Annapolis, Md. 21401 (Class "D" Beer, Wine and Liquor License-Music and Sunday)

All equipment of Debtor of every type and description, now owned and hereafter acquired and wherever located, including, without limitation, all machinery, vehicles, furniture, furnishings, tools, fixtures, together with all present and future parts, additions, accessories, attachments, accessions, replacement parts and substitutions in any form whatsoever.

Together with all books and records in any form pertaining or relating thereto and all proceeds and products of all of the foregoing in any form whatsoever, (including insurance proceeds). Said Security Agreement shall cover any additional advances or loans made by the Secured Party, his, her, their or its heirs, personal representatives, successors or assigns to the Debtor(s).

Mailed to Secured Party

BOOK 501 PAGE 225

263031

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

William Harrington & Associates, Inc.  
7310 Ritchie Hgwy. Ste. 818  
Glen Burnie, MD 21061

2. Secured Party(ies) and address(es)

Maniktala Associates  
P.C., 100 Metropolitan  
Drive, Liverpool, NY

3. Maturity date (if any):

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00  
POSTAGE .50  
117879 0771 R01 113:23  
JUL 29 1986

4. This financing statement covers the following types (or items) of property:

all accounts receivable, inventory; ~~XXXXXXXXXX~~  
~~XXXXXXXXXXXXXXXXXXXX~~ and all additions  
and successions thereto.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

William Harrington & Associates, Inc.

Maniktala Associates

By:

*[Signature]*  
Signature(s) of Debtor(s)  
Treas.

By:

*[Signature]*  
Signature(s) of Secured Party(ies)  
Pres.

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

CR  
CLERK

1986 JUL 29 PM 3:59

Mailed to Secured Party

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Video Tape House, Inc.
Address 706 North Crain Highway Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Borg Warner Leasing A Div. of Borg Warner Acceptance Corp.
Address 3601 Hempstead Trpk Levittown, New York 11756

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Altos model 486 computer system, (3) Wyse 50 terminals, (1) okidata model 182 printer, (1) okidata model 192 printer, (2) H.P. bar code readers, (2) cash drawers

"and other equipment and all accessions, additions and replacements thereto, whether now owned or hereafter acquired. This financing Statement does not constitute, and is not to be construed as, an admission that the lease between the "Debtor" and the "Secured Party" constitutes a security agreement."

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Signature of Debtor: Robert C. Sapp

Name: Video Tape House, Inc.

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Signature of Secured Party: David M. Mann

Name: Borg Warner Leasing A Div. of Borg Warner Acceptance Corporation

Type or Print Above Signature on Above Line

RECORD FEE 11.00
SEARCH FEE .50
RECORDED 113:26
JUL 29 86



RECEIVED JUL 29 1986

1986 JUL 29 PH 3:50

E. AUBREY COLLISON CLERK

BOOK 501 PAGE 227

203036

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code		3. Maturity date (if any):
1. Debtor(s) (Last Name First) and address(es) Carole Caruso 257 Long Point Road Crownsville, Md. 21032	2. Secured Party(ies) and address(es) CHRYSLER FIRST FINANCIAL SERVICES CORP FORMERLY Finance America 703)591-0001 11781 Lee Jackson High. Fairfax, Virginia 22033	For Filing Officer (Date, Time, Number, and Filing Office)  RECORDED FEE 11.00 POSTAGE .50 117964 CTTT 801 TOR-28 JUL 30 1986
4. This financing statement covers the following types (or items) of property: 1 Baldwin Grand Piano and Bench Model L EBY Serial 266191		5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

CHRYSLER FIRST FINANCIAL SERVICES CORP.  
FORMERLY FINANCEAMERICA CORP.

By: Carole Caruso  
Signature(s) of Debtor(s)

By: Chris McNeal  
CHRIS MCNEAL Signature(s) of Secured Party(ies)

STANDARD FORM - FORM UCC-1.

(1) Filing Officer Copy—Alphabetical

180 m.

1150

Mailed to Secured Party 

1986 JUL 30 AM 11:44  
E. AUBREY COLLISON  
CLERK

263037

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORDING FEE 11.00  
FURTHER  
411712-0777 R01 108:41  
JUL 30 86

1. DEBTOR

Name JOSEPH A MATTHEWS  
Address 1131 ODENTON ROAD, ODENTON, MARYLAND 21113

2. SECURED PARTY

Name VILSMEIER AUCTION CO., INC.  
Address ROUTE 309, MONTGOMERYVILLE, PA 18936

\* ASSIGNEE OF SECURED PARTY

\* Person And Address To Whom Statement Is To Be Returned If Different From Above.  
ASSOCIATES COMMERCIAL CORPORATION  
PENN CENTER WEST-ONE, SUITE 302, PITTSBURGH, PA 15276

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1- CASE MODEL 450 B CRAWLER LOADER S/N 3067027,  
COMPLETE WITH ALL PRESENT AND FUTURE ATTACHMENTS,  
ACCESSORIES, REPLACEMENT PARTS, REPAIRS, ADDITION  
AND ALL PROCEEDS THEREOF.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Joseph A. Matthews  
(Signature of Debtor)

JOSEPH A. MATTHEWS  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

VILSMEIER AUCTION CO., INC.

C. Webb Haag  
(Signature of Secured Party)

C. WEBB HAAG, TREAS.  
Type or Print Above Name on Above Line

CR  
CLERK  
1986 JUL 30 11:45  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

7/30

FINANCING STATEMENT

Form UCC-1 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.  
SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_.

If this statement is to be recorded in land records check here \_\_\_\_\_.

This financing statement Dated June 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Yacht Basin Company, Inc.

Address P.O. Box 168 - 2 Compromise Street, Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.

Address Route 9 & The Garden State Parkway, P.O. Box 74, New Gretna, N.J. 08224

RECORDED FEE 11.00  
SEARCH FEE .50  
TOTAL FEE 11.50  
JUL 30 1986

Person & address to whom statement is to be returned if different from above.

3. Maturity date of obligation (if any) December 30, 1986

4. This financing statement covers the following types (or items) of property:

- 1987 Viking 48' Motor Yacht Hull #VKY48701F687
- 8V92:710HP J&T Detroit Diesel Engines Ser. #8VF104520-Port
- #8VF104541-Stbd
- 15KW Westerbeke Diesel Generator Ser. #U1405-C507-47153

Check (X) the lines which apply

5. \_\_\_\_\_ (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

\_\_\_\_\_ (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

\_\_\_\_\_ (Proceeds of collateral are also covered)

\_\_\_\_\_ (Products of collateral are also covered)

Annette S. Maslanka  
Signature of debtor  
The Yacht Basin Company, Inc.  
BY: annette S. Maslanka, Power of Atty.  
Type or print above name

\_\_\_\_\_  
Signature of debtor  
\_\_\_\_\_  
Type or print above name

[Signature]  
Signature of secured-party  
Centron Financial Services, Inc.  
Type or print above name

CR CLERK  
1986 JUL 30 AM 11:45  
E. AUDREY COLLISON  
CLERK

1150.

Not  
stamped  
yet

STATE OF MARYLAND

BOOK 501 PAGE 230

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 263038

RECORDED IN LIBER 501 FOLIO 229 ON 7/30/86 (DATE)

1. DEBTOR

Name The Yacht Basin Company, Inc.  
Address P.O. Box 168 - 2 Compromise Street  
Annapolis, MD 21404

2. SECURED PARTY

Name Centron Financial Services, Inc.  
Address Route 9 & The Garden State Parkway - P.O. Box 74  
New Gretna, N.J. 08224

RECORD FEE 10.00  
POSTAGE .50  
#1978 CTT R01 TOR#44  
JUL 30 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>
<p style="text-align: center;">Security Savings and Loan Association 18 Northeast Avenue Vineland, New Jersey 08360</p>	

1986 JUL 30 AM 11:45  
E. AUBREY COLLISON  
CLERK

Dated June 30, 1986

*Janette S. Moslanda*  
(Signature of Secured Party)

Centron Financial Services, Inc.  
Type or Print Above Name on Above Line

1050

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es)  F & G Leasing c/o 537 Bowline Road Severna Park, Maryland 21146	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Frank J. Duchacek, Jr., V.P.  Return to Secured Party
---	---

3. This Financing Statement covers the following types (or items) of property:  
All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

See Attached Equipment List.

RECORD FEE 14.00  
 RECORD TAX 168.00  
 POSTAGE .50  
 11/782 0777 ROL 108-50  
 JUL 30 86

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 24,000.00

DEBTOR:

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND

George Fike  
 By: [Signature]  
 By: Jean E. Fike  
 JEAN E

By: [Signature]  
 Frank J. Duchacek, Jr., V.P.  
 (Type Name)  
 JAN 27 1986  
 (Date Signed by Debtor)

CR CLERK

366 JUL 30 AM 11:45

AUDREY COLLISON CLERK

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

178 -  
168 -  
50

**DELMARVA**  
ENGINEERING ASSOCIATES LTD.  
TELEPHONE (301) 647-8007

BOOK 501 PAGE 232

P.O. BOX 690  
SEVERNA PARK, MD. 21146

April 1, 1986

Mr. Frank Duchacek  
Union Trust Bank  
P.O. Box 1077  
Baltimore, Md. 21203

Dear Mr. Duchacek:

Enclosed are the serial numbers for equipments covered  
by our loan number 235-26890.

<u>ITEM</u>	<u>S/N</u>
Computer-640K 2 floppy 1HD	8602-3198
Computer-640K 2 floppy 1HD	8602-3197
I/O Line Plotter-LP3700	60215
Digitizer Pad-Numonics 2200	010486
8748 Emulator-ICD178	511009 CE
8085 Emulator-ICD278	601029 DA
Logic Analyzer-K-20	8510DX002

Insurance is with Maryland Casual Co.

Sincerely

*George F. Fike* (FIKE)

George F. Fike

<u>Item</u>	<u>Part Number/Description</u>	<u>Company</u>
1	8048 Emulator 178-8048	Creative Marketing
2	8085 Emulator 278-8085	Creative Marketing
3	Logic Analyzer 2400 MB	Creative Marketing
4	8048 Software 2090	Creative Marketing
5	8085 Software 2080	Creative Marketing
6	Emulator Software	Creative Marketing
7	Autocad W/ADE 2 & 3	Creative Marketing
8	I/O Line Plotter LP3700	Dynabyte Computer Products
9	Digitizer Pad Numonics 12 x 12	Dynabyte Computer Products
10	CAE/CAD Software Transpad	Dynabyte Computer Products
11	CAE/CAD Software Autotrace	Dynabyte Computer Products
12	CAE/CAD Software Mechanical Package	Dynabyte Computer Products
13	CAE/CAD Software CB Design	Dynabyte Computer Products
14	CAE/CAD Software Symbols Lybrary	Dynabyte Computer Products
15	2 IBM PC XT (Clone)	Dynabyte Computer Products
16	Plotter Cable	Dynabyte Computer Products
17	Digitizer Cable	Dynabyte Computer Products

Mailed to Secured Party

COPY FOR FILING

- Not Subject to Recordation Tax  
 Subject to Recordation Tax: Principal Amount is \$ **13,500.00**  
 To Be Recorded in Land Records of \_\_\_\_\_

- Record in:  
 SDAT  
 Montgomery County  
 Prince George's County  
 Other **Anne Arundel County**

NAME	ADDRESS
I. Debtor(s)	Street City State
<b>M.V. Construction Corp.</b>	<b>7 Village Green, Crofton, Md. 21114</b>

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

RECORDING FEE 11.00  
 RECORDING TAX 94.50  
 MORTGAGE DTG 101 100 52  
 JUL 30 1986

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND

By: Donald F. Craun

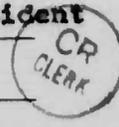
Type Name **Donald F. Craun**

Title **Assistant Vice President**

Debtor(s) or Assignor(s)

**M.V. Construction Corporation**

By: Patrick M. Ryan **President**  
 Patrick M. Ryan



Type or Print Name and Title of Each Signature

11  
9450

1986 JUL 30 AM 11:45  
 E. AUBREY COLLISON  
 CLERK

BOOK 501 PAGE 235

SCHEDULE A  
M.V. Construction Corporation

1. Prime Mover Loader, Model L 1300

Mailed to Secured Party

FINANCING STATEMENT

203011

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 300,000.00\*. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to State Department of Assessment and Taxation

5. Debtor(s) Name(s) Address(es)  
 American Security Storage of Annapolis, Inc. 11 Hudson Street  
 Annapolis, Maryland 21401  
 American Truck Service of Annapolis, Inc. 8520 Rainswood Drive  
 Landover, Maryland 20785  
 6. Secured Party Address  
 Equitable Bank, National Association 100 S. Charles Street  
 Attention: Denise Yeshnik Baltimore, Maryland 21201  
 Documentation Assistant

RECORD FEE 12.00  
 POSTAGE .50  
 JUL 30 1986

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors  
 American Security Storage of Annapolis, Inc. (Seal) American Truck Service of Annapolis, Inc. (Seal)  
 By: James A. Day, President (Seal) By: James A. Day, President (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above. \*Debtor has paid recordation tax on \$200,000.00 of \$300,000.00 debt noted above to the State Department of Assessment and Taxation with previously filed financing statements.

Form 609 (7/82)

Mailed to Secured Party

CR CLERK

EQUITABLE BANK, N.A.  
 LOAN DOCUMENTATION CENTER  
 100 S. CHARLES ST. 3rd FL.  
 BALTIMORE, MARYLAND 21201

1986 JUL 30 AM 11:46

E. AUBREY COLLISON  
 CLERK

1250

263082

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax principal amount of \$ 25,000.00

1. Name of Debtor(s): Land Grant Title Company, Ltd.  
Address: 150 South Street, Suite 103 AND 111 One Mill Place  
Annapolis, MD 21401 Easton, MD 21601

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: ~~200 Republic Square~~ 209 Main St.  
~~200 Republic Square~~ Annapolis, Md 21401

3. This Financing Statement covers the following types (or items) of property: A. EQUIPMENT. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. B. INVENTORY. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever. C. ACCOUNTS. All

~~Check the boxes which apply, if any, and supply the information indicated~~  
future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due to the Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

JUL 30 86

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Land Grant Title Company, Ltd.  
By: Carole M. Turner Pres.  
Carole M. Turner, President

Secured Party:  
FIRST AMERICAN BANK OF MARYLAND

By: [Signature]  
Type Name and Title)  
Dennis L. Ortiz, Assistant Vice President

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$440,000.00

If this statement is to be recorded in land records check here.

This financing statement Dated July 30, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Medix, Inc.
Address 1306 Bellona Avenue, Lutherville, MD 21093

2. SECURED PARTY

Name Enterprise Finance Company
First Interstate Bank of Nevada Bldg.
Address One East First Street, Suite 1102
Reno, Nevada 89501

Person And Address To Whom Statement Is To Be Returned If Different From Above.
c/o R. Erickson, McDermott, Will & Emery, 111 W. Monroe St., Chicago, IL 60603
July 15, 1991

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

See Attachment A hereto.

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

MEDIX, INC.

By [Signature]
(Signature of Debtor)

ARTHUR KLEINMAN
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

ENTERPRISE FINANCE COMPANY

By [Signature]
(Signature of Secured Party)

Randall J. Erickson

Type or Print Above Signature on Above Line

CR CLERK
1986 JUL 30 PM 1:28
E. AUGREY COLLISON
CLERK

13.00
3000.00
.50

ATTACHMENT A

For value received, Medix, Inc., a Maryland corporation (the "Company") hereby mortgages, pledges and assigns to, and grants to Enterprise Finance Company, a Delaware corporation (the "Secured Party") a continuing security interest in, all of its right, title and interest in and to all of the assets, properties, rights and claims wherever located of the Company, whether now owned by, in the possession of or control of Company or hereafter acquired or created, together with all additions, accessions, attachments, appurtenances, modifications and improvements thereto, all replacements or substitutes therefor, and all immediate or remote products and proceeds thereof (the "Collateral"), including but not limited to:

(a) All accounts, bank accounts, accounts receivable, notes, chattel paper, writings evidencing a monetary obligation, contract rights and other creditor's interests now or hereafter existing in favor of, owned or acquired by the Company;

(b) All inventory of the Company, now owned or hereafter acquired, used or consumed in the business of the Company or held for sale or lease or to be furnished under contracts of service, together with all supplies, accessories, attachments and repair parts relating thereto, and all products thereof and documents therefor;

(c) All machinery, equipment, tools, parts, furniture, furnishings, fixtures, appliances, implements, supplies, computer software, and all documentation related thereto and all other tangible personal property of every kind and description not classified as inventory;

(d) All general intangibles, including trademarks, trademark applications, service marks, trade names, servicenames, logos, licensing agreements, royalty arrangements, copyrights, patents, computer programs, deposit accounts and goodwill;

(e) All instruments, documents of title, policies and certificates of insurance, deposits and cash;

(f) All motor vehicles, whether titled or untitled;

(g) All existing and hereafter acquired leases on the real estate used in the conduct of the business of the Company;

(h) All other presently owned or hereafter acquired tangible personal property; and

(i) All insurance for loss of or damage to any of the Collateral;

together with all additions, parts, accessions and appurtenances now or hereafter placed thereon, all of which constitute a component part of the Collateral, and all proceeds and products of the foregoing described properties and interests in properties.

Without limiting the foregoing, the Secured Party claims a purchase money security interest in all the Company's assets.

Mailed to Secured Party

STATE OF MARYLAND

BOOK 501 PAGE 241

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263043

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WANG LABORATORIES, INC.
Address ONE INDUSTRIAL AVENUE, LOWELL, MA 01851

RECORD FEE 13.00
POSTAGE .50
119085 0777 R01 113:25
JUL 30 86

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED
Address 1891 FRANCISCO BLVD., SAN RAFAEL, CA 94901

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

All Equipment Leases between the Debtor as Lessor and various Lessees, and all Wang Laboratories computer equipment under each Lease together with all options, accessories, accessions and replacements thereto, financed by Secured Party pursuant to the Equipment Loan and Security Agreement dated as of February 17, 1986 between the Debtor and Secured Party, all as more particularly described on the Exhibits hereto, and all proceeds and general intangibles of such Leases and Equipment, including but not limited to all rentals and other sums payable under each Lease and all insurance proceeds of Equipment. See Exhibits hereto for complete collateral descriptions of Leases and Wang Laboratories computer equipment.

FILED WITH: ANNE ARUNDEL COUNTY, MARYLAND

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

SEND UCC TO: MCCORD COMPANY, 1915 "I" STREET, SACRAMENTO, CA 95814

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

(Signature of Debtor)

WANG LABORATORIES, INC.
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

PHOENIX LEASING INCORPORATED
Type or Print Above Signature on Above Line

CR CLERK
1986 JUL 30 PM 2:39
E. AUBREY COLLISON
CLERK

1350

( SCHEDULE A )

( printed on 05/08/86 at 12:09 )

No. EE 37

USE P368 X

LANG LABORATORIES, INC. / PHOENIX

Work Order Number: R368X  
 Loan Pool Number: 1  
 Customer Number: 147428  
 Customer Name: WESTINGHOUSE ELECTRIC COR

Lease Term: 12 months  
 Discount Factor: 14 %  
 Equipment Type: OIS Type  
 Shipping Date: 03/29/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance	
04/28/86	OIS-50	PH8874	\$335.40	\$65.00	\$270.40	\$6,760.00	25x
04/28/86	OIS-TC	NS86777	69.66	25.00	44.66	1,117.00	25x
04/28/86	OIS-IUS	ZJ4634	125.56	18.00	107.56	2,689.00	25x
04/28/86	OIS-IUS	ZJ4646	125.56	18.00	107.56	2,689.00	25x
04/28/86	PM004L	23035A	0.00	0.00	0.00	0.00	25x
04/28/86	PM004L	25335A	0.00	0.00	0.00	0.00	25x
04/28/86	5577-9	WF5715	241.66	56.00	185.66	4,642.00	25x
WORK ORDER TOTALS:			007	\$897.84	\$182.00	\$715.84	\$17,897.00

STIFF BUILDING  
 900 INTERNATIONAL DR.  
 LINTHICUM, MD 21090  
 ANNE ARUNDEL CNTY

70.60

( SCHEDULE A )

( printed on 05/08/86 at 12:02 )

No. EE 6

056-AF4TX

WRNG LABORATORIES, INC. / PHOENIX

Work Order Number: AF4TX  
 Loan Pool Number: 1  
 Customer Number: 131801  
 Customer Name: WESTINGHOUSE ELECTRIC COR

Lease Term: 12 months  
 Discount Factor: 14 %  
 Equipment Type: OIS Type  
 Shipping Date: 03/15/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance	
04/14/86	4230-0A	WC2831	\$196.08	\$20.00	\$176.08	\$3,437.50	125%
04/14/86	4230-0A	WC2864	196.08	20.00	176.08	3,437.50	125%
04/14/86	PM004L	23550A	0.00	0.00	0.00	0.00	25x
04/14/86	PM004L	23561A	0.00	0.00	0.00	0.00	25x

WORK ORDER TOTALS: 004 \$392.16 \$40.00 \$352.16 \$6,875.00

7320-F PARKWAY DR.  
 HANOVER, MD 21076  
 ANNE ARUNDEL

Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No. of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name first) and Address(es)  
FRANK E. MANUEL, JR.  
FRANK E. MANUEL, SR.  
195 EDWARDS LANE  
LOTHIAN MD 20711

2 Secured Party(ies) Name(s) and Address(es)  
GREEN TREE ACCEPTANCE INC.  
2200 OPITZ BLVD ; #245  
WOODBIDGE, VA 22191

4 For Filing Officer Date, Time No Filing Office

RECORD FEE 12.00  
POSTAGE .50  
JUL 30 11:31 AM '86

5 This Financing Statement covers the following types (or items) of property

1978 SKYLINE  
60 X 12 SERIAL # CH01100653L  
"AND INCLUDING ALL FURNITURE, FIXTURES, APPLIANCES, AND APPURTANCES THEREIN AND THERETO; INCLUDING BUT NOT LIMITED TO THOSE ITEMS SPECIFIED ON THE MANUFACTURER'S INVOICE AND/OR PURCHASE AGREEMENT AND/OR RETAIL

6 Assignee(s) of Secured Party and Address(es)

7  The described crops are growing or to be grown on\*  
 The described goods are or are to be affixed to\*  
 The lumber to be cut or minerals or the like (including oil and gas) is on\*  
\*(Describe Real Estate in Item 8.)

8 Describe Real Estate Here.

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
 already subject to a security interest in another jurisdiction  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11 If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

FRANK E. MANUEL, JR. FRANK E. MANUEL, SR. GREEN TREE ACCEPTANCE INC.

By *Frank E. Manuel*  
Signature(s) of Debtor(s)

By *[Signature]*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked)

(1) Filing Officer Copy—Numerical  
(3/83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



Mailed to Secured Party

1986 JUL 30 PM 2:39  
E. AUBREY COLLISON  
CLERK

RERECORD BECAUSE "PROCEEDS OF COLLATERAL ARE ALSO COVERED" WAS NOT CHECKED ON THE ORIGINAL FILING.

BOOK 501 PAGE 245  
LIBER 453 PAGE 60

263045  
243825

RECORDED

RECORDED

FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Gates Marina, Inc. (MD CORP)  
Address RT 256, Rockhold Creek, Deale, MD 20751

2. SECURED PARTY

Name Sea Ray Credit Corporation  
Address 5979 E. Livingston Ave. Suite 210, Columbus, Ohio 43227

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All the following types of goods held for sale or lease by debtor, now owned or hereafter acquired, consisting of, but not limited to, boats, inboard/outboard engines, and the like, including parts, accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Sea Ray Boats, Inc.

B.L. HERE

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

X M J Mascher  
(Signature of Debtor)

Gates Marina, Inc.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Charlene Kupfer  
(Signature of Secured Party)

Sea Ray Credit Corporation  
Type or Print Above Name on Above Line

1982 AUG 19 PM 2:50  
RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

CR CLERK

RECORD FEE 11.00  
POSTAGE .50  
#02393 0055 R02 T14:46  
AUG 19 82

RECORD FEE 11.00  
POSTAGE .50  
#18100 CITI R01 T13:49  
JUL 30 82

1982 JUL 30 PM 2:44  
CR CLERK  
E. AUBREY COLLISON  
CLERK

CONSIGNMENT AND SECURITY AGREEMENT

AGREEMENT, Made this 10th day of June, 1986,  
 by and between HALPERN DISTRIBUTORS, INC., a Maryland corporation  
 (the "Consignor"), Richard T. Walsh T/A  
 Furniture & Bedding Discounter, Maryland corporation  
 (the "Consignee"), 3204 Solomons Island Rd. Edgewater, Md 21037  
 (2 Locations) P.O. Box 5785, Balto., Md 21208  
 952 Bay Ridge Rd. Annapolis, Md 21403

In consideration of the mutual covenants and promises herein contained, the parties hereto agree:

1. Delivery and Consignment of Goods. (a) The Consignor shall deliver, on consignment to Consignee, all that furniture listed on the consignment invoice attached hereto as Exhibit A and incorporated herein by reference (the "merchandise"). The rendering of a consignment invoice shall in no sense be construed as constituting a sale of the goods to the Consignee.

(b) The Consignee shall, upon delivery, receive the consigned merchandise and shall store it carefully and properly in Consignee's warehouse on

, so as to protect it from deterioration. The Consignee shall perform all acts required by law to protect the rights of the Consignee to such consigned merchandise. The Consignee from and after the time it receives such merchandise, shall pay all expenses incident thereto, including all expenses of carting, handling, storage, selling, and delivering to customers, and all taxes and other charges assessed and levied on such merchandise while in its possession.

2. Future Consignments. Consignor may, from time to time, deliver to Consignee on consignment, additional merchandise. All such future consignments shall be made subject to the terms and conditions of this Consignment and Security Agreement, and shall be evidenced by such consignment invoices rendered by Consignor at the time of delivery, which invoices shall be incorporated herein by reference when rendered. The Consignor



7-31-86 0855 802 715:24  
JUL 30 86

RECEIVED FOR RECORD  
CLERK COURT HOUSE COUNTY  
1986 JUL 30 PM 3:27  
E. AUBREY COLLISON  
CLERK

12400  
30

shall not be liable to Consignee if for any reason the Consignor is unable to deliver all or any part of the merchandise requested by the Consignee.

3. Title to Goods. The consigned merchandise shall remain the property of the Consignor until sold to customers of the Consignee, and title to the proceeds of the sale of such merchandise shall vest in and belong to the Consignor until accounted for and remitted to the Consignor.

4. Consignor's Security Interest. It is expressly agreed that Consignor shall retain a security interest in all merchandise subject to the terms of the Agreement, to secure all Consignor's right, title and interest in the said merchandise and to secure payment by Consignee of all sums which shall become due to Consignor by Consignee pursuant to the terms of this Agreement.

5. Financing Statements. At the request of Consignor, Consignee shall join with Consignor in executing one or more financing statements pursuant to the Commercial Law Article of the Annotated Code of Maryland, in a form satisfactory to Consignor. Consignee shall pay the cost of filing such financing statement or statements, or filing or recording this Agreement, in all public offices where filing or recording is deemed by Consignor to be necessary or desirable.

6. Sale By Consignee. Consignee shall accept custody of the merchandise, on consignment, and sell the merchandise, for Consignor's account, at no less than the consignment invoice price.

7. Compensation. Consignee's compensation shall be the difference between: (a) the price at which the merchandise is billed to Consignee in the consignment invoice, and (b) the price at which the merchandise is sold by Consignee.

8. Accounting. Consignee shall render to Consignor a detailed and accurate report of the sale of any merchandise within 24 hours after such sale. Along with such report, Consignee shall remit to Consignor the full consignment invoice price of the merchandise sold regardless of the terms of sales between the Consignee, and its customer. All sums of money, notes, chattels, or other proceeds received on the sale of the merchandise shall belong to Consignor, and Consignee shall collect all such proceeds for and in Consignor's behalf, unless and until Consignee remits payment to Consignor as hereinabove provided.

9. Returns by Consignee. If Consignee shall at any time deem it advisable to return the merchandise prior to sale by Consignee, the goods shall be shipped by Consignee to Consignor, at Consignee's expense.

10. Returns of Merchandise. Consigned merchandise shall at all times be subject to the direction and control of the Consignor, and upon demand by the Consignor for the return of any unsold merchandise delivered under this Agreement, the Consignee shall promptly return such merchandise to the Consignor, in original factory cartons.

11. Payment. Consignee may at any time pay to Consignor the consignment invoice price, and thereupon title to the merchandise shall pass to Consignee, and this instrument shall be of no further effect with respect to such merchandise.

12. Default. Consignee shall be in default under this Agreement on the happening of any of the following events or conditions:

(a) Default in the payment or performance of any obligation, covenant, or liability contained or referred to herein.

(b) Falsity in any material respect when made or furnished to Consignor by or on behalf of Consignee concerning any warranty, representation or statement.

(c) Any destruction, substantial damage, or danger of misuse of collateral; any sale or encumbrance other than valid sales made in the ordinary course of business to or of any consigned merchandise; any levy on, or seizure or attachment of merchandise.

(d) Death, dissolution, termination of existence, insolvency, business failure, appointment of a receiver of any part of the property of, assignment for the benefit of creditors by, or commencement of any proceedings under any bankruptcy or insolvency laws by or against Consignee or Guarantors.

13. Remedies Upon Default. Upon default hereunder and at any time thereafter, Consignor may declare all obligations immediately due and payable and shall have the remedies of a secured party under Maryland law. Consignor may require Consignee to assemble all consigned merchandise and make it available to Consignor at a place to be designated by Consignor and to make an accounting of all consigned merchandise.

14. Loss or Damage to Merchandise. The Consignee shall be responsible to and shall reimburse the Consignor for all loss and expense to the Consignor resulting from damage to or destruction of such consigned merchandise or from levy or attachment of any court process or lien thereon while in the Consignee's possession, and until such time as the title passes from the Consignor by reason of the sale thereof and the proceeds of sale have been accounted for and remitted to the Consignor.

15. Insurance. (a) Consignee shall have and maintain insurance at all times with respect to all consigned merchandise against "all risk" including but not limited to fire and theft, and of such other casualties as Consignor may require. The policies of insurance shall contain such terms and be in such form, for such periods and written by such companies as may be satisfactory to Consignor. Such insurance shall be payable to Consignor and Consignee as their interests may appear.

(b) Consignee shall furnish Consignee with certificates or other evidence satisfactory to Consignee of compliance with the requirements set forth in paragraph (a) of this section.

(c) Consignor may act as attorney for Consignee in obtaining, adjusting, settling and cancelling such insurance and endorsing any drafts relating thereto.

16. Records. The Consignee shall keep a true record of all merchandise in its possession under consignment and shall give the representatives of the Consignor access to such records on demand and shall permit representatives of Consignor at reasonable times, to make an inventory of the consigned merchandise in the possession of the Consignee.

17. Acceptance. Consignee's acceptance of the merchandise on consignment, shall constitute full acceptance of the terms hereof.

18. Term. This Agreement shall remain in force until either party gives to the other party 10 days' written notice of termination. Upon the expiration of such 10 days, this Agreement shall terminate. Notwithstanding the foregoing, the Consignor may terminate this Agreement without prior notice in the event that the Consignee violates any term of this Agreement or in the event that the Consignor in its sole discretion becomes

dissatisfied with the financial stability of the Consignee, and in either such event the Consignor shall have the right to remove all consigned merchandise from the premises of the Consignee. Upon termination of this Agreement by the Consignor, the Consignee shall return all consigned merchandise to the Consignor, and shall forthwith pay the Consignor for all consigned merchandise not accounted for by the Consignee, at such prices furnished by the Consignor for such products and without any commission, discount, or compensation to the Consignee.

19. No Authority to Act for Consignor. The Consignee shall conduct the entire business of selling such merchandise in the Consignee's name and at the Consignee's cost and expense, and nothing herein contained shall authorize or empower the Consignee to assume or create any obligation or responsibility whatsoever, expressed or implied, on behalf or in the name of the Consignor, or to bind the Consignor in any manner, or make any representation, warranty, or commitment on behalf of the Consignor, this Agreement being limited solely to the consignment of the merchandise herein specified.

20. Indemnity. The Consignee shall indemnify the Consignor against any loss or damage caused by acts of the Consignee not authorized by this Agreement.

21. Benefit. This Agreement shall be binding upon and inure to the benefit of the parties hereto, and their respective successors and assigns, but it shall not be assigned by the Consignee without the written consent of the Consignor.

22. Notice. All notices required hereunder shall be sent by registered mail to the party to be notified, at the addresses stated above or at such other addresses as either party shall designate in writing. All reports shall be sent by the Consignee to the Consignor by ordinary mail to such address of the Consignor.

## CLERK'S NOTATION

Document submitted for record  
in a condition not permitting  
satisfactory photographic repro-  
duction.

23. Waiver. Any waiver by Consignor of any default hereunder shall not be a waiver of any other default or of the same default on a future occasion.

24. Guaranty. To induce Consignor, a Maryland corporation, to enter into the foregoing Consignment and Security Agreement, Guarantors represent and warrant that they are the owners and holders of 2/3's of U.C.D. the issued and outstanding stock of the Consignee. The Guarantors hereby guarantee to Consignor, its successors and assigns, the performance by Consignee of all the terms on the part of Consignee to be performed under the foregoing Consignment and Security Agreement and the Guarantors hereby guarantee to Consignor, its successors and assigns, the payment when due of all sums due or to become due to Consignor under the terms of this Agreement. The liability of the Guarantors hereunder shall not be affected by any extension, modification, indulgence, compromise, settlement, or variation of any term thereof, or by the discharge or release of the obligation of Consignee or of any other person liable for the obligation thereunder by operation of law or otherwise.

IN WITNESS WHEREOF, the parties have executed this Agreement at Baltimore, Maryland the day and year first above written.

ATTEST:

Harriet L. Scott

[Signature]

WITNESS:

[Signature]

By [Signature]  
Louis H. Halpern, President  
Consignor

By [Signature]  
Richard T. Walsh, Owner  
Consignee

[Signature]  
Richard T. Walsh  
Guarantors

Perk Distributors, Inc.  
 0 Sparrows Point Road  
 Timore, Maryland

\* PICKING TICKET \*  
 DATE 06/26/86 11:08

21219

PAGE: 001

ER NUMBER: 50408

BRANCH NUMB: 000  
 DATE SHIPPED: 6-26-86  
 CUST NUMBER: FUR340

P TO:  
 N & BEDDING DISCOUNTERS  
 BAY RIDGE ROAD  
 APOLIS, MD

SHIPPED VIA: OUR TRUCK  
 NUMBER OF CTNS: 8 WT: \_\_\_\_\_

*Bill Cooper*

21403

PHONE: (301) 263-5007  
 NUMBER: 6/26/86

CHARGES: \_\_\_\_\_  
 SLSM NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
NO	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
1	1	1		EA	**	1 CAW-975 2 PIECE LIVING ROOM SUITE	314.95 314.95
2	1	1		EA	**	1 CAW-9755 SOFA ANTRON NYLON BLUE	.00 .00
3	1	1		EA	**	1 CAW-9750 CHAIR ANTRON NYLON BLUE	.00 .00
4	1	1		EA	**	1 MOR-531BL OCC. CHAIR PADDED BACK BLUE	72.95 72.95
5	1	1		EA	**	1 MOR-731C OCC. CHAIR CUSHION BACK COCOA	89.95 89.95
6	1	1		EA	**	1 MOR-7335 OCC. CHAIR CUSTION BACK SAND	93.95 93.95
7	1	1		EA	**	1 MOR-841BR OCC MID BACK CHAIR BRICK	106.95 106.95
8	1	1		EA	**	1 ACC-2500 6 PC GRP HERC RUST/BLU PLD PINE	379.95 379.95
9	1	1		EA	**	1 ACC-2501 SOFA HERC RUST BL PLAID PINE	.00 .00
10	1	1		EA	**	1 ACC-2502 CHAIR HERC RUST BL PLAID PINE	.00 .00

CONTINUED >

*Shan*

...n Distributors, Inc.  
 Chesapeake Point Road  
 Timore, Maryland

BOOK 501 PAGE 254

46066

\* PICKING TICKET \*  
 DATE 06/26/86 11:08

21219

PAGE: 002

ORDER NUMBER: 50408

BRANCH NUMB: 000  
 DATE SHIPPED: 6-26-86  
 CUST NUMBER: FUR340

SHIP TO:  
 N & BEDDING DISCOUNTERS  
 BAY RIDGE ROAD  
 APOLIS, MD

SHIPPED VIA: OUR TRUCK  
 NUMBER OF CTNS: 9 WT: \_\_\_\_\_

21403

PHONE: (301) 263-5007  
 ORDER NUMBER: 6/26/86

CHARGES: \_\_\_\_\_  
 SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
#	ORD	SHIP	B/O	UOM	ITEM DESCRIPTION		
1	1	1		EA	ACC-2504	.00	.00
	*LOCATION			**	ROCKER HERC RUST BL PLAID PINE		
2	2	2		EA	ACC-2506	.00	.00
	*LOCATION			**	END TABLE PINE		
3	1	1		EA	ACC-2507	.00	.00
	*LOCATION			**	CR/OTT HERC RUST BL PLAID PINE		
4	1	1		EA	SNO-121FS	57.95	57.95
	*LOCATION		1-B	**	PLATE ROCK NYLON/VIN FACT SEL		
5	1	1		EA	SNO-200R	82.95	82.95
	*LOCATION		1-B	**	GOOSENECK ROCK NYL TWEED RUST		
6	1	1		EA	FAM-1005	44.95	44.95
	*LOCATION		3	**	BOSTON ROCKER MAPLE		
7	1	1		EA	DUN-32711	214.95	214.95
	*LOCATION			**	SOFA OLEFIN POWDER		
8	1	1		EA	DUN-32721	124.95	124.95
	*LOCATION			**	CHAIR OLEFIN POWDER		
9	1			EA	CAW-1607	355.95	355.95
	*LOCATION			**	2 PIECE LIVING ROOM SUITE		
20	1	1		EA	CAW-1607SA	.00	.00
	*LOCATION			**	SOFA ANTRON-AUTUMN		
21	1	1		EA	CAW-1607CA	.00	.00
	*LOCATION			**	CHAIR ANTRON-AUTUMN		

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*[Handwritten Signature]*

BOOK 501 PAGE 255

pern Distributors, Inc.  
 0 Sparrows Point Road  
 Timore, Maryland

\* PICKING TICKET \*  
 DATE 06/26/86 11:08

46066

21219

PAGE: 003

ER NUMBER: 50408

BRANCH NUMB: 000  
 DATE SHIPPED: 6-26-86  
 CUST NUMBER: FUR340

P TO:  
 N & BEDDING DISCOUNTERS  
 BAY RIDGE ROAD  
 APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: \_\_\_\_\_

LINE: (301) 263-5007  
 NUMBER: 6/26/86

21403

CHARGES:

SLSM NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
M	ORD	SHIP	B/O	UOM	FACT			
2	1			EA	1	BRO-8815 7 PIECE DINING RM SUITE PINE	629.95	629.95
				**				
3	1	10	3	EA	1	BRO8815-33 SQUARE OVAL TABLE PINE	.00	.00
				**				
4	1	10	3	EA	1	BRO8815-33 CHINA BASE PINE	.00	.00
				**				
5	1	10	3	EA	1	BRO8815-64 CHINA DECK PINE	.00	.00
				**				
6	4	4	3	EA	1	BRO8815-81 SIDE CHAIR PINE	.00	.00
				**				
7	1			EA	1	BER-9604/5P 5 PIECE DINETTE SET	119.95	119.95
				**				
8	1	1		EA	1	BER-9604 OCTAGON TABLE GLASS/BRASS	.00	.00
				**				
9	4	4		EA	1	BER-9600 BREUER CHAIR VELVET/BRASS	.00	.00
				**				
10	1			EA	1	MEM-S-93 5 PIECE DINETTE SET	94.95	94.95
				**				
11	1	1		EA	1	MEM-S-93T TABLE BUTCHER BLOCK	.00	.00
				**				
12	4	4		EA	1	MEM-S-93C CHAIR BEIGE/BROWN	.00	.00
				**				

CONTINUED >

*Shan*

pern Distributors, Inc.  
 0 Sparrows Point Road  
 Timon, Maryland

\* PICKING TICKET \*  
 DATE 06/26/86 11:06

46066

21219

PAGE: 004

ER NUMBER: 50408

BRANCH NUMB: 000 **6-26-86**

P TO:  
 N & BEDDING DISCOUNTERS  
 BAY RIDGE ROAD  
 APOLIS, MD

DATE SHIPPED:  
 CUST NUMBER: FUR340

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: **3** WT:

21403

NE: (301) 263-5007

NUMBER: 6/26/86

CHARGES:

GLSP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION			
N	ORD	SHIP	B/O	UOM	FACT				
3	1	<b>1</b>	<b>1</b>	EA	1	MEM-G-BT TABLE	BUTCHER BLOCK	35.85	<b>35.85</b>
				**			S/R		
4	6	<b>6</b>	<b>6</b>	EA	1	MEM-G-BC CHAIR	YELLOW ARDMORE	12.35	<b>74.10</b>
				**			S/R		
5	1	<b>6</b>		EA	1	<del>MEM-G-BC</del> <b>CHS-AOK</b> HDD HIGH BACK CHAIR	<b>LINE ITEM OK</b> BETGE	<del>12.35</del>	<b>63.70</b>
				**					
6	1	<b>1</b>	<b>1</b>	EA	1	SHA-440-19 3 WAY RECLINER	VINYL SADDLE	179.95	179.95
				**					
7	1	<b>1</b>	<b>1</b>	EA	1	BET-50 2 WAY RECLINER	VELVET TAN	89.95	89.95
				**					
8	1	<b>1</b>	<b>1</b>	EA	1	ACT1440-17 HANDLE W/S	VELVET PINK	199.95	199.95
				**					
9	1	<b>1</b>	<b>1</b>	EA	1	CCR-90633 QUEEN SLEEPER	COTTON TOAST	384.95	<b>384.95</b>
				**					
10	1	<b>1</b>	<b>1</b>	EA	1	CCR-60622 LOVESEAT	COTTON TOAST	225.95	225.95
				**					
11	1	<b>1</b>	<b>1</b>	EA	1	BRO-4101 4 PIECE BEDROOM SUITE	OAK	524.95	524.95
				**					
12	1	<b>1</b>	<b>1</b>	EA	1	BRO4101-31 TRIPLE DRESSER	OAK	.00	.00
				**					
13	1	<b>1</b>	<b>1</b>	EA	1	BRO4101-39 HUTCH MIRROR	OAK	.00	.00
				**					

CONTINUED >

*[Handwritten Signature]*

pern Distributors, Inc.  
 0 Sparrows Point Road  
 timorez, Maryland

BOOK 501 PAGE 257

48066

\* PICKING TICKET \*  
 DATE 06/26/86 11:08

21219

PAGE: 003

ORDER NUMBER: 50408

BRANCH NUMB: 06-26-86  
 DATE SHIPPED:  
 CUST NUMBER: FUR340

SHIP TO:  
 N & BEDDING DISCOUNTERS  
 BAY RIDGE ROAD  
 WAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: \_\_\_\_\_ WT: \_\_\_\_\_

PHONE: (301) 263-5007  
 DATE NUMBER: 6/26/86

CHARGES:

GLSM NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /			
NO	ORD	SHIP	B/O	UOM FACT	ITEM DESCRIPTION			
4	1	<u>1</u>	<u>1</u>	EA	1 BR04101-41	.00		.00
	*LOCATION			**	CHEST 3 DRAWER OAK			
5	1	<u>1</u>	<u>1</u>	EA	1 BR04101-56	.00		.00
	*LOCATION			**	CANNONBALL HDBD 4/6-5/0 OAK			
6	1			EA	1 ARM-430	349.95		349.95
	*LOCATION			**	4 PIECE BEDROOMSUITE H PINE			
7	1	<u>1</u>	<u>1</u>	EA	1 ARM430-150	.00		.00
	*LOCATION			**	TRIPLE DRESSER HO PINE			
8	1	<u>1</u>	<u>1</u>	EA	1 ARM430-250	.00		.00
	*LOCATION			**	HUTCH MIRROR HO PINE			
9	1	<u>1</u>	<u>1</u>	EA	1 ARM430-320	.00		.00
	*LOCATION			**	CHEST 3 DR HO PINE			
10	1	<u>1</u>	<u>1</u>	EA	1 ARM430-455	.00		.00
	*LOCATION			**	HEADBOARD 4/6-5/0 HO PINE			
11	1	<u>1</u>	<u>1</u>	EA	1 DM12515-14	68.90		68.90
	*LOCATION			**	DOUBLE DRESSER HO PINE			
12	1	<u>1</u>	<u>1</u>	EA	1 DM12515-30	27.95		27.95
	*LOCATION			**	MIRROR HO PINE			
13	1	<u>1</u>	<u>1</u>	EA	1 DM12515-24	69.90		69.90
	*LOCATION			**	CHEST 4 DR HO PINE			
14	1	<u>1</u>	<u>1</u>	EA	1 DM12515-30	29.20		29.20
	*LOCATION			**	PANEL HDBD 4/6-5/0 HO PINE			

CONTINUED >

*Handwritten signature*

pern Distributors, Inc.  
 0 Sparrows Point Road  
 timore, Maryland

BOOK 501 PAGE 258

46066

\* P I C K I N G T I C K E T \*  
 DATE 06/26/86 11:08

21219

PAGE: 006

ER NUMBER: 50408

BRANCH NUMB: 000

DATE SHIPPED: 6-26-86

CUST NUMBER: FUR340

P TO:

N & BEDDING DISCOUNTERS  
 BAY RIDGE ROAD  
 APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 2 WT: -----

NE: (301) 263-5007

21403

. NUMBER: 6/26/86

CHARGES: -----

SLIP NO. 002

ITEM	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B/O	UOM FACT	ITEM DESCRIPTION		
5	1			EA	1 J/M-2600	54.95	54.95
*LOCATION				**	2X4 BUNK BED W/RAILS PINE		
6	1	<del>1</del>	<del>1</del>	EA	1 J/M-2600BB	.00	.00
*LOCATION				**	2 X 4 BUNK BED PINE		
7	2	<del>2</del>	<del>2</del>	EA	1 J/M-2600WR	.00	.00
*LOCATION				**	WOOD RAILS PINE		
8	1			EA	1 J/M-3600	72.95	72.95
*LOCATION				**	2X6 BUNK BED W/RAILS PINE		
9	1	<del>1</del>	<del>1</del>	EA	1 J/M-3600BB	.00	.00
*LOCATION				**	2 X 6 BUNK BED PINE		
0	2	<del>2</del>	<del>2</del>	EA	1 J/M-3600WR	.00	.00
*LOCATION				**	WOOD RAILS PINE		
1	1			EA	1 J/M-8600	109.95	109.95
*LOCATION				**	2X6 BUNK BED SPLIT W/RLS PINE		
2	1	<del>1</del>	<del>1</del>	EA	1 J/M-8600BB	.00	.00
*LOCATION				**	2 X 6 BUNK BED-SPLIT PINE		
3	2	<del>2</del>	<del>2</del>	EA	1 J/M-8600WR	.00	.00
*LOCATION				**	WOOD RAILS PINE		
4	1	<del>1</del>	<del>1</del>	EA	1 TUR-411	52.95	52.95
*LOCATION				**	CHEST 4 DR MEDIUM PINE		
5	1	<del>1</del>	<del>1</del>	EA	1 TUR-465	54.95	54.95
*LOCATION				**	5 DRAWER CHEST HICKORY		

CONTINUED >

*Shaw*

BOOK 501 PAGE 259

ern Distributors, Inc.  
O Sparrows Point Road  
timon, Maryland

\* PICKING TICKET \*  
DATE 06/26/86 11:08

46066

21219

PAGE: 007

ER NUMBER: 50408

BRANCH NUMB: 000  
DATE SHIPPED: 6-26-86  
CUST NUMBER: FUR340

P TO:  
N & BEDDING DISCOUNTERS  
BAY RIDGE ROAD  
APOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: WT:

INE: (301) 263-5007  
NUMBER: 6/26/86

CHARGES:

SLSN NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /
M	ORD	SHIP	B/O	UOM	ITEM DESCRIPTION

DT/10:40

\*\*\* ORDER TOTAL

5,502.95  
4,938.15

\*\*\* THIS IS A CONSIGNMENT--PLEASE SEE ATTACHMENT \*\*\*

*Edham*



BOOK 501 PAGE 260

**HALPERN DISTRIBUTORS, INC.**  
P.O. BOX 5785 BALTIMORE, MARYLAND 21208 301/947-7000

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

June 26, 1986  
DATE

[Signature]  
OFFICER OF COMPANY

50408  
ORDER NO.

pern Distributors, Inc.  
 20 Sparrows Point Road  
 Baltimore, Maryland

\* P I C K I N G BOOK TICKET \*  
 DATE 07/03/86 14:25

501 PAGE 261

40590

21217

PAGE: 001

ORDER NUMBER: 50715

BRANCH NUMBER: 000  
 DATE SHIPPED: 7-7-86  
 CUST NUMBER: FUR340

SHIP TO:  
 FURN & BEDDING DISCOUNTERS  
 2 BAY RIDGE ROAD  
 BAPOLIS, MD

SHIPPED VIA: OUR TRUCK  
 NUMBER OF CTNS: 6 WT: \_\_\_\_\_

21403

PHONE: (301) 263-5007  
 ORDER NUMBER: 7-3-86

CHARGES: \_\_\_\_\_  
 CLEARN NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /			
SH	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION		
01	2	2	✓	EA	1	ASH-5732	89.95	139.90
**LOCATION			**			SQUARE COMPODE PINE		
02	2	2	✓	EA	1	ASH-5903	89.95	139.90
**LOCATION			**			END TABLE DARK OAK		
03	2	2	✓	EA	1	ASH-7732M	49.95	99.90
**LOCATION			**			SQUARE COMPODE MARBLE PECAN		

BB/2: 15

\*\*\* ORDER TOTAL 379.70

\*\*\* THIS IS A CONSIGNMENT - PLEASE SEE ATTACHMENT \*\*\*

Add table no cocktails for these

Apenn Distributors, Inc.  
10 Sparrows Point Road  
Timber, Maryland

PICKING TICKET #  
DATE 07/03/86 14:26

21219

PAGE: 001

ORDER NUMBER: 50717

BRANCH NUMBER: 005 7-7-86  
DATE SHIPPED:  
COST NUMBER: PUR340

SHIP TO:  
FURN & BEDDING DISCOUNTERS  
1 BAY RIDGE ROAD  
BAPOLIS, MD

SHIPPED VIA: OUR TRUCK  
NUMBER OF CTNS: 13 WT: \_\_\_\_\_

21403

PHONE: (301) 263-5007  
DATE NUMBER: 7-3-86

CHARGES: \_\_\_\_\_  
SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
EM	ORD	SHIP	B/O	FACT	FACT				
01	1	1	✓	EA	1	ASH-1471	COCKTAIL TABLE	OAK	53.95
**LOCATION			3	**					53.95
02	2	2	✓	EA	1	ASH-1472	SQUARE COMMODE	OAK	53.95
**LOCATION			3	**					107.90
03	1	1	✓	EA	1	ASH-1371	COCKTAIL TABLE	HICKORY/BURL	53.95
**LOCATION				**					53.95
04	1	1	✓	EA	1	ASH-1372	SQUARE COMMODE	HICKORY/BURL	53.95
**LOCATION				**					53.95
05	1	1	✓	EA	1	ASH-1373	HEX COMMODE	HICKORY/BURL	53.95
**LOCATION				**					53.95
06	1	1	✓	EA	1	ASH-6881	COCKTAIL TABLE	HICKORY	92.95
**LOCATION				**					92.95
07	2	2	✓	EA	1	ASH-6887	HEX TABLE	HICKORY	83.95
**LOCATION				**					167.90
08	1	1	✓	EA	1	ASH-5861	COCKTAIL TABLE	PINE	91.95
**LOCATION				**					91.95
09	2	2	✓	EA	1	ASH-5862	SQUARE COMMODE	PINE	91.95
**LOCATION				**					183.90
10	1	1	✓	EA	1	ASH-5800	OVAL COCKTAIL TABLE	OAK	77.95
**LOCATION				**					77.95

CONTINUED >

Apenn Distributors, Inc.  
 70 Sparrows Point Road  
 Baltimore, Maryland

BOOK 501 PAGE 263

46391

\* PICKING TICKET \*  
 DATE 07/03/86 19:26

21217

PAGE: 002

ORDER NUMBER: 50717

BRANCH NUMBER: 000  
 DATE SHIPPED: 7-7-86  
 CUST NUMBER: FUR340

SHIP TO:  
 FN & BEDDING DISCOUNTERS  
 2 BAY RIDGE ROAD  
 NAPOLIS, MD

SHIPPED VIA: OUR TRUCK  
 NUMBER OF CTNS: 5 WT: \_\_\_\_\_

21403

PHONE: (301) 263-5007  
 C. NUMBER: 7-3-86

CHARGES: \_\_\_\_\_  
 SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
NO	ORD	SHIP	B/O	UOM	FACT			
11	2	2 ✓		EA	1	ASH-3803 RECTANGULAR TABLE	77.95	155.90
	**LOCATION			**		OAK		
12	1	1 ✓		EA	1	ASH-2740 COCKTAIL TABLE	62.95	62.95
	**LOCATION			**		HONEY OAK		
13	2	2 ✓		EA	1	ASH-2747 HEX TABLE	62.95	125.90
	**LOCATION			**		HONEY OAK		

BB/2:16

\*\*\* ORDER TOTAL 1,283.10

\*\*\* THIS IS A CONSIGNMENT---PLEASE SEE ATTACHMENT \*\*\*

*ROD*

Distributors, Inc.  
Sparrows Point Road  
Timore, Maryland

\* PICKING TICKET \*  
DATE 03/30/86 13:09

46256

21219

PAGE: 001

ORDER NUMBER: 50583

BRANCH NUMBER: 000 **728**  
DATE SHIPPED:  
CUST NUMBER: FUR340

IP TO:  
RN & BEDDING DISCOUNTERS  
04 SOLOMONS ISLAND ROAD  
SEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: **0** WT: \_\_\_\_\_

21037

PHONE: (301) 956-2600

Q. NUMBER: 7/1786

CHARGES: \_\_\_\_\_

CLERK NO. 002

*Please Call Day Before Delivery*

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
SM	ORD	SHIP	B/O	UOM	FACT			
01	1			EA	1 BRU-4000/2	2 PIECE LIVING ROOM SUITE	359.95	359.95
**LOCATION				**				
02	1	1		EA	1 BRU-4000	SOFA HERCULON/RUST	.00	.00
**LOCATION				**				
03	1	1		EA	1 BRU-4002	CHAIR HERCULON/RUST	.00	.00
**LOCATION				**				
04	1			EA	1 BRU-4100/2	2 PIECE LIVING ROOM SUITE	436.95	436.95
**LOCATION				**				
05	1	1		EA	1 BRU-4100	SOFA ANTRON/NYLON BRICK	.00	.00
**LOCATION				**				
06	1	1		EA	1 BRU-4102	CHAIR ANTRON/NYLON BRICK	.00	.00
**LOCATION				**				
07	1			EA	1 CWC-205	2 PIECE LIVING ROOM SUITE	409.95	409.95
**LOCATION				**				
08	1	1		EA	1 CWC-205-1	SOFA ANTRON FLORAL TAUPE	.00	.00
**LOCATION				**				
09	1	1		EA	1 CWC-205-2	CHAIR ANTRON FLORAL TAUPE	.00	.00
**LOCATION				**				
10	1			EA	1 BRO-265	4 PIECE BEDROOM SUITE PINE	719.95	719.95
**LOCATION				**				

CONTINUED >

*RTW*

Ipern Distributors, Inc.  
 00 Sparrows Point Road  
 Baltimore, Maryland

BOOK 501 PAGE 265

46256

\* PICKING TICKET \*  
 DATE 06/30/86 13:09

21219

PAGE: 002

DER NUMBER: 50583

BRANCH NUMB: 00 7-286  
 DATE SHIPPED: 7-286  
 CUST NUMBER: FUR340

IP TO:  
 RN & BEDDING DISCOUNTERS  
 04 SOLOMONS ISLAND ROAD  
 GEWATER, MD

SHIPPED VIA: OUR TRUCK  
 NUMBER OF CTNS: 4 WT: \_\_\_\_\_

21037

ONE: (301) 956-2600  
 O. NUMBER: 7/1/86

CHARGES: \_\_\_\_\_  
 GLSN NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
EM	ORD	SHIP	B/O	UOM FACT				
11	1	<u>2/0</u>		EA	1 BRD-265-30	TRIPLE DRESSER	PINE	.00 .00
**LOCATION				**				
12	1	<u>0/0</u>		EA	1 BRD-265-39	HUTCH MIRROR	PINE	.00 .00
**LOCATION				**				
13	1	<u>1</u>		EA	1 BRD-265-40	CHEST	PINE	.00 .00
**LOCATION				**				
14	1	<u>0/0</u>		EA	1 BRD-265-66	CANNONBALL BED 4/6-5/0	PINE	.00 .00
**LOCATION				**				
15	1	<u>0/0</u>		EA	1 ARM418-140	DOUBLE DRESSER	DARK PINE	116.10 116.10
**LOCATION			1-A	**				
16	1	<u>0/0</u>		EA	1 ARM418-250	HUTCH MIRROR	DARK PINE	92.10 92.10
**LOCATION				**				
17	1	<u>1</u>		EA	1 ARM418-315	CHEST 4 DR	DARK PINE	69.25 69.25
**LOCATION			1-A	**				
18	1	<u>0/0</u>		EA	1 ARM418-455	POSTER HODD 4/6 - 5/0	PINE	57.95 57.95
**LOCATION				**				
19	1			EA	1 ARM-510	4 PIECE BEDROOM SUITE	ASH	349.95 349.95
**LOCATION				**				
20	1	<u>1</u>		EA	1 ARM510-140	DOUBLE DRESSER	ASH	.00 .00
**LOCATION				**				
21	1	<u>1</u>		EA	1 ARM510-210	VERTICAL MIRROR	ASH	.00 .00
**LOCATION				**				

CONTINUED

*CT Walsh*

Loern Distributors, Inc.  
 00 Sparrows Point Road  
 Littleton, Maryland

\* P I C K BOOKN 501 PAGE 266 \*  
 DATE 06/30/86 13:09

46256

21219

PAGE: 003

ORDER NUMBER: 50583

BRANCH NUMB: 000 **7-2-86**  
 DATE SHIPPED: \_\_\_\_\_  
 CUST NUMBER: FUR340

IP TO:  
 RN & BEDDING DISCOUNTERS  
 04 SOLOMONS ISLAND ROAD  
 GEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: **6** WT: \_\_\_\_\_

ONE: (301) 956-2600  
 O. NUMBER: 7/1/86

21037

CHARGES: \_\_\_\_\_

GLSN NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
EM	ORD	SHIP	B/D	UOM	FACT			
22	1	1		EA	1	ARNS10-320 5 DR CHEST	ASH	.00 .00
**LOCATION					**			
23	1	1		EA	1	ARNS10-467 FAN HOBD 476-570	ASH	.00 .00
**LOCATION					**			
24	2	2		EA	1	TUR-411 CHEST 4 DR	MEDIUM PINE	52.95 105.90
**LOCATION					**			
25	1			EA	1	BR05815 7 PIECE DINING RM SUITE	PINE	629.95 629.95
**LOCATION					**			
26	1	4		EA	1	BR05815-33 SQUARE OVAL TABLE	PINE	.00 .00
**LOCATION					**			
27	1	3		EA	1	BR05815-63 CHINA BASE	PINE	.00 .00
**LOCATION					**			
28	1	3		EA	1	BR05815-64 CHINA DECK	PINE	.00 .00
**LOCATION					**			
29	4	3		EA	1	BR05815-81 SIDE CHAIR	PINE	.00 .00
**LOCATION					**			
30	1	1		EA	1	CAW-1902RS REGULAR SLEEPER OLEFIN	BLUE	214.95 214.95
**LOCATION					**			
31	1	1		EA	1	CAW-7002B REGULAR SLEEPER OLEFIN	RUST	194.95 194.95
**LOCATION					**			
32	1	1		EA	1	CAW-10850S QUEEN SLEEPER OLEFIN	SLATE	269.95 269.95
**LOCATION					**			

CONTINUED

*Handwritten signature: C. Wald*

Ipern Distributors, Inc.  
00 Sparrows Point Road  
Baltimore, Maryland

BOOK 501 PAGE 267

\* PICKING TICKET \*  
DATE 06/30/86 13:09

46256

21219

PAGE: 004

ORDER NUMBER: 50583

BRANCH NUMB: 000  
DATE SHIPPED: 7-28-86  
CUST NUMBER: FUR340

IP TO:  
RN & BEDDING DISCOUNTERS  
04 SOLOMONS ISLAND ROAD  
GEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 2 WT: \_\_\_\_\_

PHONE: (301) 956-2600  
O. NUMBER: 7/1/86

21037

CHARGES: \_\_\_\_\_  
GLSP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION				
EM	ORD	SHIP	B/O	UOM	FACT					
33	1	1			1	CAW-1085L LOVESEAT	OLEFIN	SLATE	145.95	145.95
**LOCATION										
34	1	1			1	CAW-1085R RECLINER	OLEFIN	SLATE	114.95	114.95
**LOCATION										

06/12:49

\*\*\* ORDER TOTAL 4,308.75

\*\*\* THIS IS A CONSIGNMENT --- PLEASE SEE ATTACHMENT \*\*\*

*A. T. Walsh*

BOOK 501 PAGE 268



**HALPERN DISTRIBUTORS, INC.**

P.O. BOX 8786 BALTIMORE, MARYLAND 21208 301/947-7000

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

July 1, 1986  
DATE

*[Signature]*  
OFFICER OF COMPANY

50583  
ORDER NO.

27th Distributors, Inc.  
 20 Sparrows Point Road  
 Baltimore, Maryland

\* P I C K I N \* 501 PAGE 269 T \*  
 DATE 07/03/86 TIME 14:27

46392

21219

PAGE: 001

ORDER NUMBER: 50719

BRANCH NUMB: 000

DATE SHIPPED: 7-7-86

CUST NUMBER: FUR540

SHIP TO:

FN & BEDDING DISCOUNTERS  
 04 SOLOMONS ISLAND ROAD  
 SEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 12 WT: \_\_\_\_\_

21037

PHONE: (301) 956-2800

CHARGES: \_\_\_\_\_

1. NUMBER: 7-3-86

CLASS NO. 002

LINE	QTY	QTY	QTY	UOM	UOM	FACT	ITEM NUMBER /	ITEM DESCRIPTION				
LN	ORD	SHIP	B/O									
01	1	1		EA	1		ASH-5800	OVAL COCKTAIL TABLE	✓	OAK	77.95	77.95
**LOCATION				**								
02	2	2		EA	1		ASH-5800	RECTANGULAR TABLE	✓	OAK	77.95	155.90
**LOCATION				**								
03	1	1		EA	1		BRO3076-01	COCKTAIL TABLE	✓	OAK	93.95	93.95
**LOCATION				**								
04	2	2		EA	1		BRO3076-02	COMMODOE END TABLE	✓	OAK	93.95	187.90
**LOCATION				**								
05	1	1		EA	1		ASH-1471	COCKTAIL TABLE	✓	OAK	53.95	53.95
**LOCATION			3	**								
06	2	2		EA	1		ASH-1472	SQUARE COMMODOE	✓	OAK	52.95	107.90
**LOCATION			3	**								
07	1	1		EA	1		ASH-1371	COCKTAIL TABLE	✓	HICKORY/BURL	53.95	53.95
**LOCATION				**								
08	1	1		EA	1		ASH-1377	HEX COMMODOE	✓	HICKORY/BURL	53.95	53.95
**LOCATION				**								
09	1	1		EA	1		ASH-1372	SQUARE COMMODOE	✓	HICKORY/BURL	53.95	53.95
**LOCATION				**								
10	1	1		EA	1		ASH-301/3	3 PIECE TABLE GROUP		KD WALNUT	117.95	117.95
**LOCATION				**								

CONTINUED >

JEL. 7-7-86  
 347C *Switz.*

Distributors, Inc.  
 Prows Point Road  
 P, Maryland

BOOK 501 PAGE 270

46392

\* PICKING TICKET \*  
 DATE 07/03/86 14:27

21219

PAGE: 002

NUMBER: 50719

BRANCH NUMB: 007-7-86  
 DATE SHIPPED:  
 CUST NUMBER: FUR340

SHIP TO:  
 LIN & BEDDING DISCOUNTERS  
 04 SOLOMONS ISLAND ROAD  
 SEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: \_\_\_\_\_

21037

PHONE: (301) 958-2600  
 TEL. NUMBER: 7-3-86

CHARGES: \_\_\_\_\_  
 CUSH NO. 002

LINE	QTY	QTY	QTY	UOM	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
NO	ORD	SHIP	B/O	UOM	FACT				
11	1	1		EA	1	ASH-301	COCKTAIL TABLE K.D. WALNUT ✓	.00	.00
**LOCATION				3	**				
12	2	2		EA	1	ASH-303	END TABLE K.D. WALNUT ✓	.00	.00
**LOCATION				3	**				
13	1	1		EA	1	ASH-5861	COCKTAIL TABLE ✓ PINE	91.95	91.95
**LOCATION					**				
14	2	2		EA	1	ASH-5862	SQUARE COMMODE ✓ PINE	91.95	183.90
**LOCATION					**				

BB/2:20

\*\*\* ORDER TOTAL

1,233.20

\*\*\* THIS IS A CONSIGNMENT—PLEASE SEE ATTACHMENT \*\*\*

*Switz*

ipern Distributors, Inc.  
 20 Sparrows Point Road  
 Baltimore, Maryland

\* PICKING TICKET \*  
 DATE 06/30/86 13:06

46255

PAGE: 001

21219

ORDER NUMBER: 50580

BRANCH NUMBER: 000  
 DATE SHIPPED: 7-2-86  
 CUST NUMBER: FUR340

SHIP TO:  
 FURN & BEDDING DISCOUNTERS  
 2 BAY RIDGE ROAD  
 NAPOLIS, MD

SHIPPED VIA: OUR TRUCK  
 NUMBER OF CTNS: 8 WT: \_\_\_\_\_

21403

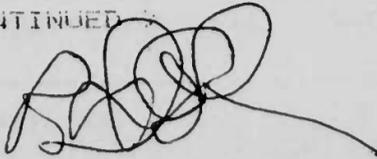
PHONE: (301) 263-5007  
 ORDER NUMBER: 7/1/86

CHARGES: \_\_\_\_\_  
 CLESH NO. 002

*Please Call Day Before Delivery*

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
EM	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
01	1			EA	1	HAL-24/5	269.95
**LOCATION				**		3 PIECE LIVING ROOM SUITE	269.95
02	1	1	✓	EA	1	HAL-24-SS	.00
**LOCATION				**		SOFA HERCULON SLATE	.00
03	1	1	✓	EA	1	HAL-24-CS	.00
**LOCATION				**		CHAIR HERCULON SLATE	.00
04	1	1	✓	EA	1	HAL-24-LS	.00
**LOCATION				**		LOVESEAT HERCULON SLATE	.00
05	1	1	✓	EA	1	HAL-13-SB	131.50
**LOCATION				2	**	SOFA HERCULON PLAID RUST/BROWN	131.50
06	1	1	✓	EA	1	HAL-13-CS	69.45
**LOCATION				2	**	CHAIR HERCULON PLD RUST/BROWN	69.45
07	1			EA	1	CAW-100	194.85
**LOCATION				**		2 PIECE LIVING ROOM SUITE	194.85
08	1	1	✓	EA	1	CAW-100S	.00
**LOCATION				**		SOFA NYLON-COTTON WHEAT/BROWN	.00
09	1	1	✓	EA	1	CAW-100C	.00
**LOCATION				**		CHAIR NYLON-COTTON WHEAT/BROWN	.00
10	1	1	✓	EA	1	CAW-100L	96.95
**LOCATION				**		LVST NYLON-COTTON WHEAT/BROWN	96.95

CONTINUED



Ipern Distributors, Inc.  
 00 Sparrows Point Road  
 Baltimore, Maryland

\* PICKING TICKET \*  
 DATE 06/30/86 13:06

46255

21219

PAGE: 002

ORDER NUMBER: 50580

BRANCH NUMBER: 000  
 DATE SHIPPED: 7-2-86  
 CUST NUMBER: FUR340

IP TO:  
 RN & BEDDING DISCOUNTERS  
 2 BAY RIDGE ROAD  
 NAPOLIS, MD

SHIPPED VIA: OUR TRUCK  
 NUMBER OF CTNS: 12 WT: \_\_\_\_\_

21403

PHONE: (301) 263-5007  
 O. NUMBER: 7/1/86

CHARGES: \_\_\_\_\_  
 SLSM NO. 002

LINE	QTY	QTY	QTY	UOM	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
EM	ORD	SHIP	B/D	UOM	FACT				
11	2	2	✓	EA	1	TUR-411		52.95	105.90
**LOCATION				**		CHEST 4 DR	MEDIUM PINE		
12	1	1	✓	EA	1	CAR-155600		123.50	123.50
**LOCATION				3	**	DOUBLE DRESSER	MAPLE		
13	1	1	✓	EA	1	CAR-156400		43.75	43.75
**LOCATION				2	**	FRAME MIRROR	MAPLE		
14	1	1	✓	EA	1	CAR-154400		89.75	89.75
**LOCATION				3	**	CHEST 4 DR	MAPLE		
15	1	1	✓	EA	1	CAR-157350		55.95	55.95
**LOCATION				2	**	SPINDLE HDBD 4/6-5/0	MAPLE		
16	1	1	✓	EA	1	ARM418-140		116.10	116.10
**LOCATION				1-A	**	DOUBLE DRESSER	DARK PINE		
17	1	1	✓	EA	1	ARM418-250		92.10	92.10
**LOCATION				1-A	**	HUTCH MIRROR	DARK PINE		
18	1	1	✓	EA	1	ARM418-318		89.25	89.25
**LOCATION				1-A	**	CHEST 4 DR	DARK PINE		
19	1	1	✓	EA	1	ARM418-455		57.95	57.95
**LOCATION				**		POSTER HDBD 4/6 - 5/0	PINE		
20	1	1	✓	EA	1	CAR-705600		124.50	124.50
**LOCATION				**		DOUBLE DRESSER	SABLE - DK		
21	1	1	✓	EA	1	CAR-706500		55.45	55.45
**LOCATION				**		MIRROR - VERTICAL	SABLE - DK		

CONTINUED >

Iperco Distributors, Inc.  
 00 Sparrows Point Road  
 Baltimore, Maryland

BOOK 501 PAGE 273

46255

\* PICKING TICKET \*  
 DATE 06/30/86 13:06

21219

PAGE: 003

ORDER NUMBER: 50580

BRANCH NUMB: 000  
 DATE SHIPPED: 7-2-86  
 CUST NUMBER: FUR340

IP TO:  
 RN & BEDDING DISCOUNTERS  
 2 BAY RIDGE ROAD  
 NAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: \_\_\_\_\_

21403

ONE: (301) 263-5007  
 O. NUMBER: 7/1/86

CHARGES: \_\_\_\_\_  
 SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
EM	ORD	SHIP	B/O	UOM	FACT			
22	1	1	✓ 1	EA	1 CAR-704400	CHEST <del>to order</del> SABLE - DK	<del>90.00</del>	90.00
**LOCATION				**				
23	1	1	✓	EA	1 CAR-707750	PANEL HDBD 476 - 5/0 SABLE - DK	60.00	60.00
**LOCATION				**				
24	1	0	1	EA	1 BR05453-32	OVAL TABLE FRUITWOOD	163.15	.00
**LOCATION				**				
25	1	0	1	EA	1 BR05455-65	CHINA BASE FRUITWOOD	143.20	.00
**LOCATION				**				
26	1	0	1	EA	1 BR05453-66	CHINA DECK FRUITWOOD	134.60	.00
**LOCATION				**				
27	4	0	4	EA	1 BR05455-83	SIDE CHAIR FRUITWOOD	47.25	189.00
**LOCATION				**				
28	1	1	✓	EA	1 CAW-1902RS	REGULAR SLEEPER OLEFIN BLUE	214.95	214.95
**LOCATION				**				
29	1	1	✓	EA	1 CAW-9000RS	REG SLEEPER NYLON NATURAL	229.95	229.95
**LOCATION				**				
30	1	1	✓	EA	1 CAW-10850S	QUEEN SLEEPER OLEFIN SLATE	269.95	269.95
**LOCATION				**				
31	1	1	✓	EA	1 CAW-1085C	CHAIR OLEFIN SLATE	111.70	111.70
**LOCATION				**				

DS/11:46

\*\*\* ORDER TOTAL

2,793.85

CONTINUED >

Distributors, Inc.  
Sparrows Point Road  
Timore, Maryland

BOOK 501 PAGE 274

46255

\* PICKING TICKET \*  
DATE 06/30/86 13:06

21219

PAGE: 004

DER NUMBER: 50580

BRANCH NUMB: 000

DATE SHIPPED: 7-2-86

CUST NUMBER: FUR340

IF TO:  
RN & BEDDING DISCOUNTERS  
2 BAY RIDGE ROAD  
NAPOLIS, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: \_\_\_\_\_ WT: \_\_\_\_\_

21403

ONE: (301) 263-5007

O. NUMBER: 7/1/86

CHARGES: \_\_\_\_\_

CLSM NO. 002

NE	QTY	QTY	QTY	UOM	ITEM NUMBER /	
EM	ORD	SHIP	B/D	UOM	FACT	ITEM DESCRIPTION

\*\*\* THIS IS A CONSIGNMENT - PLEASE SEE ATTACHMENT \*\*\*

George W Campbell  
7-2-86



**HALPERN DISTRIBUTORS, INC.**  
P.O. BOX 6786 BALTIMORE, MARYLAND 21208 301/947-7000

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

July 1, 1986  
DATE

*J. Campbell*  
OFFICER OF COMPANY

50580  
ORDER NO.

pern Distributors, Inc.  
 0 Sparrows Point Road  
 timore, Maryland

48389

\* P I C K I N G T I C K E T \*  
 DATE 07/03/86 14:24

21219

PAGE: 001

ER NUMBER: 50713

BRANCH NUMB: 000 *7-7-86*

P TO:  
 N & BEDDING DISCOUNTERS  
 4 SOLOMONS ISLAND ROAD  
 EWATER, MD

DATE SHIPPED: \_\_\_\_\_  
 CUST NUMBER: FUR340

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: *5* WT: \_\_\_\_\_

21037

RE: (301) 956-2600  
 . NUMBER: 7-3-86

CHARGES: \_\_\_\_\_  
 GLSP NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
IN	ORD	SHIP	B/O	UOM	FACT			
01	2	<i>2</i>		EA	1	ASH-7739H	49.95	99.90
	*LOCATION			**		BOOKEND TABLE MARBLE <input checked="" type="checkbox"/> PECAN		
<del>02</del>	<del>1</del>	<del>0</del>	<del>1</del>	<del>EA</del>	<del>1</del>	<del>ASH-7742</del>	<del>69.95</del>	<del>69.95</del>
	<del>*LOCATION</del>			<del>**</del>		<del>SQUARE COMMODE <i>deleted per AD</i></del> OAK		
03	1	<i>1</i>		EA	1	ASH-7747	69.95	69.95
	*LOCATION			**		HEX COMMODE <input checked="" type="checkbox"/> OAK		
04	2	<i>2</i>		EA	1	ASH-5012	64.95	129.90
	*LOCATION			3	**	SQUARE COMMODE <input checked="" type="checkbox"/> HICKORY		

BB/2:08

\*\*\* ORDER TOTAL

*299.15*  
~~369.70~~

\*\*\* THIS IS A CONSIGNMENT --- PLEASE SEE ATTACHMENT \*\*\*

ODD TABLES NO COCKTAILS FOR THESE

*Fritz.*

V  
Distributors, Inc.  
Barrows Point Road  
More, Maryland

BOOK 501 PAGE 277

40964

\* PICKING TICKET \*  
DATE 07/18/86 10:15

21219

PAGE: 001

ORDER NUMBER: 51213

BRANCH NAME: 000  
DATE SHIPPED: 7/22/86  
CUST NUMBER: FLS 447

P TO:  
M & BEDDING DISCOUNTERS  
BAY RIDGE ROAD  
APOLIS, MD

SHIPPED VIA: OUR TRUCK  
NUMBER OF CTNS: 2 WT: \_\_\_\_\_

NE: (301) 263-5007  
NUMBER: 7/18/86

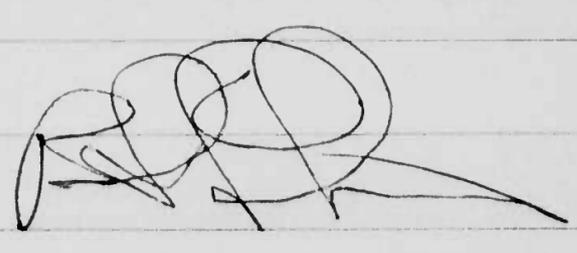
CHARGES: \_\_\_\_\_  
GLSN NO. 002

E	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
1	4	4		EA	1	CWC-24-10 SPINDLE BACK CHAIR H PINE	22.50 90.00

08/31/86

\*\*\* ORDER TOTAL: 90.00

\*\*\* THIS IS A CONSIGNMENT -- PLEASE SEE ATTACHMENT \*\*\*





**HALPERN DISTRIBUTORS, INC.**  
P.O. BOX 5785 BALTIMORE, MARYLAND 21208 301/947-7000

**ATTACHMENT A - CONSIGNMENT AGREEMENT**

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

DATE 7/18/86

  
OFFICER OF COMPANY

ORDER NO. 51213 1

BOOK 501 PAGE 279

Modern Distributors, Inc.  
10 Sparrows Point Road  
Baltimore, Maryland

47026

\* PICKING TICKET \*  
DATE 07/22/86 08:41

21219

PAGE: 001

ORDER NUMBER: 51288

BRANCH NO: 001  
DATE SHIPPED: 7/22/86  
COST NUMBER: FUR340

SHIP TO:  
MATT & BEDDING DISCOUNTERS  
100 BAY RIDGE ROAD  
BETHESDA, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 6 WT: \_\_\_\_\_

21400

PHONE: (301) 263-5007  
LINE NUMBER: 7-22-86

CHARGES: \_\_\_\_\_  
CLASS NO: 002

LINE	QTY	QTY	QTY	UOM	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
LN	ORD	SHIP	B/O	UOM	FACT				
01	6			EA	1	HEP 40		11.75	70.50
				2	**	B-FRAME	3/3-4/8		

DT/8:39

\*\*\* ORDER TOTAL 70.50

\*\*\* THIS IS A CONSIGNMENT -- PLEASE SEE ATTACHMENT \*\*\*



**HALPERN DISTRIBUTORS, INC.**  
P.O. BOX 8786 BALTIMORE, MARYLAND 21208 301/947-7000

ATTACHMENT A - CONSIGNMENT AGREEMENT

IT IS AGREED BY THE PARTIES THAT THE ATTACHED LISTED MERCHANDISE HAS BEEN SHIPPED AND RECEIVED ON A CONSIGNMENT BASIS. IT IS AGREED SAID MERCHANDISE SHALL BE THE PROPERTY OF THE SELLER UNTIL THE BUYER SELLS ANY PART OF SAME AT WHICH TIME THE BUYER SHALL IMMEDIATELY PAY TO THE SELLER THE PRICE INDICATED THEREFORE IN CASH.

July 22, 1986  
DATE

*[Signature]*  
OFFICER OF COMPANY

51268  
ORDER NO.

pern Distributors, Inc.  
 0 Sparrows Point Road  
 P. more, Maryland

46065

\* PICKING TICKET \*  
 DATE 06/26/86 11:04

21219

PAGE: 001

ER NUMBER: 50407

BRANCH NUMB: 000  
 DATE SHIPPED: 6/26/86  
 CUST NUMBER: FUR340

P TO:  
 N & BEDDING DISCOUNTERS  
 4 SOLOMONS ISLAND ROAD  
 NEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 7 WT:

PHONE: (301) 956-2600  
 DATE NUMBER: 6/26/86

CHARGES:

SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	UOM	ITEM NUMBER /	ITEM DESCRIPTION		
LN	ORD	SHIP	B/O	UOM	FACT				
01	1			EA	1	CAW-2000/T	2 PIECE LIVING ROOM SUITE	355.95	355.95
**LOCATION				**					
02	1	1		EA	1	CAW-2000ST	SOFA LAYERED BACK TAUPE	.00	.00
**LOCATION				**					
03	1	1		EA	1	CAW-2000CT	CHAIR LAYERED BACK TAUPE	.00	.00
**LOCATION				**					
04	1			EA	1	CAW-975	2 PIECE LIVING ROOM SUITE	314.95	314.95
**LOCATION				**					
05	1	1		EA	1	CAW-975S	SOFA ANTRON NYLON BLUE	.00	.00
**LOCATION				2	**				
06	1	1		EA	1	CAW-975C	CHAIR ANTRON NYLON BLUE	.00	.00
**LOCATION				2	**				
07	1			EA	1	CAW-7000	2 PIECE LIVING ROOM SUITE	199.95	199.95
**LOCATION				**					
08	1	1		EA	1	CAW-7000S	SOFA OLEFIN/WALNUT	.00	.00
**LOCATION				**					
09	1	1		EA	1	CAW-7000C	CHAIR OLEFIN/WALNUT	.00	.00
**LOCATION				**					
10	1	1		EA	1	MOR-531BL	OC. CHAIR PADDED BACK BLUE	72.95	72.95
**LOCATION				**					

CONTINUED >

*Handwritten signature*

pern Distributors, Inc.  
 Sparrows Point Road  
 timore, Maryland

48065

\* P I C K I N G T I C K E T \*  
 DATE 06/26/86 11:04

21219 PAGE: 002

ER NUMBER: 50407 BRANCH NUMB: 000 *62686*

P TO: DATE SHIPPED: *6-26-86*

N & BEDDING DISCOUNTERS CUST NUMBER: FUR340

4 SOLOMONS ISLAND ROAD SHIPPED VIA: OUR TRUCK

EWATER, MD NUMBER OF CTNS: *11* WT: \_\_\_\_\_

21037

NE: (301) 956-2800

NUMBER: 6/26/86 CHARGES: \_\_\_\_\_

SLSH NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B/G	UOM	FACT	ITEM DESCRIPTION	
1	1	1		EA	1 MOR-731C		89.95
*LOCATION				**	OCC. CHAIR CUSHION BACK COCOA		89.95
2	1	1		EA	1 MOR-7335		93.95
*LOCATION				**	OCC. CHAIR CUSHION BACK SAND		93.95
3	1	1		EA	1 MOR-841BR		106.95
*LOCATION				**	OCC MID BACK CHAIR BRICK		106.95
4	1	1		EA	1 ACC-2500		379.95
*LOCATION				**	6 PC GRP HERC RUST/BLU PLD PNE		379.95
5	1	1		EA	1 ACC-2501		.00
*LOCATION				**	SOFA HERC RUST BL PLAID PINE		.00
6	1	1		EA	1 ACC-2502		.00
*LOCATION				**	CHAIR HERC RUST BL PLAID PINE		.00
7	1	1		EA	1 ACC-2504		.00
*LOCATION				**	ROCKER HERC RUST BL PLAID PINE		.00
8	2	2		EA	1 ACC-2506		.00
*LOCATION				**	END TABLE PINE		.00
9	1	1		EA	1 ACC-2507		.00
*LOCATION				**	CK/OTT HERC RUST BL PLAID PINE		.00
10	1	1		EA	1 SMO-121FS		57.95
*LOCATION			I-B	**	PLATF ROCK NYLON/VIN FACT SEL		57.95
11	1	1		EA	1 SMO-200R		82.95
*LOCATION			I-B	**	GOOSENECK ROCK NYL TWEED RUST		82.95

CONTINUED >

*RTWah  
 To Be Ch*

pern Distributors, Inc.  
 O Sparrows Point Road  
 timore, Maryland

\* P I C K I N G T I C K E T \*  
 DATE 06/26/86 11:04

21219

PAGE: 003

ER NUMBER: 50407

BRANCH NUMB: 000 *6-26-86*  
 DATE SHIPPED: \_\_\_\_\_  
 CUST NUMBER: FUR340

P TO:  
 N & BEDDING DISCOUNTERS  
 4 SOLOMONS ISLAND ROAD  
 EWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: *5* WT: \_\_\_\_\_

21037

NE: (301) 956-2600  
 . NUMBER: 6/26/86

CHARGES:

SLSM NO. 002

LINE	QTY	QTY	QTY	UOM	UOM	FACT	ITEM NUMBER /	ITEM DESCRIPTION		
1	ORD	SHIP	B/O							
22	1	<i>1</i>		EA	**	1	FAM-1005		44.95	44.95
**LOCATION			3				BOSTON ROCKER	MAPLE		
23	1			EA	**	1	CAW-1607		355.95	355.95
**LOCATION							2 PIECE LIVING ROOM SUITE			
24	1	<i>1</i>		EA	**	1	CAW-1607SA		.00	.00
**LOCATION							SOFA	ANTRON-AUTUMN		
25	1	<i>1</i>		EA	**	1	CAW-1607CA		.00	.00
**LOCATION							CHAIR	ANTRON-AUTUMN		
26	1			EA	**	1	BRO-5817		629.95	629.95
**LOCATION							7 PIECE DINING RM SUITE	OAK		
27	1	<i>1</i>		EA	**	1	BRO5817-32		.00	.00
**LOCATION							OVAL TABLE	OAK		
28	1	<i>1</i>		EA	**	1	BRO5817-63		.00	.00
**LOCATION							CHINA BASE	OAK		
29	1	<i>1</i>		EA	**	1	BRO5817-64		.00	.00
**LOCATION							CHINA DECK	OAK		
30	4	<i>4</i>		EA	**	1	BRO5817-83		.00	.00
**LOCATION							SIDE CHAIR	OAK		
31	1			EA	**	1	BER-9604/5P		119.95	119.95
**LOCATION							5 PIECE DINETTE SET			
32	1	<i>1</i>		EA	**	1	BER-9604		.00	.00
**LOCATION							OCTAGON TABLE	GLASS/BRASS		

CONTINUED >

*RT Walker*

Inc. Distributors, Inc.  
 Sparrows Point Road  
 Timore, Maryland

\* PICKING TICKET \*  
 DATE 06/26/86 11:04

48065

21219

PAGE: 004

ORDER NUMBER: 50407

BRANCH NUMB: 000

DATE SHIPPED: 6-26-86

CUST NUMBER: FUR340

SHIP TO:

W & BEDDING DISCOUNTERS  
 4 SOLOMONS ISLAND ROAD  
 SEWATER, MD

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: 9 WT: \_\_\_\_\_

PHONE: (301) 956-2600

DATE NUMBER: 6/26/86

CHARGES: \_\_\_\_\_

SLIP NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION		
3	4	4	EA	1	BER-9600	.00	.00
*LOCATION			**		BREUER CHAIR VELVET/BRASS		
4	1		EA	1	MEM-5-93	94.95	94.95
*LOCATION			**		5 PIECE DINETTE SET		
5	1	1	EA	1	MEM-5-93T	.00	.00
*LOCATION			**		TABLE BUTCHER BLOCK		
6	4	4	EA	1	MEM-5-93D	.00	.00
*LOCATION			**		CHAIR BEIGE/BROWN		
7	1		EA	1	MEM-6-8	109.95	109.95
*LOCATION			**		7 PIECE DINETTE SET		
8	1	1	EA	1	MEM-6-8T	.00	.00
*LOCATION			**		TABLE BUTCHER BLOCK		
9	6	6	EA	1	MEM-6-8C	.00	.00
*LOCATION			**		CHAIR (change) YELLOW ARDMORE		
10	6	6	EA	1	MEM-CH-A	10.95	65.70
*LOCATION			4 **		ODD HIGH BACK CHAIR BEIGE		
11	1	1	EA	1	SHA-440-19	179.95	179.95
*LOCATION			4 **		3 WAY RECLINER VINYL SADDLE		
12	1	1	EA	1	BET-50	89.95	89.95
*LOCATION			**		2 WAY RECLINER VELVET TAN		
13	1	1	EA	1	ACT1440-28	199.95	199.95
*LOCATION			**		HANDLE W/S VELVET SALMON		

CONTINUED >

*[Handwritten signature]*

pern Distributors, Inc.  
Sparrows Point Road  
Timore, Maryland

\* PICKING TICKET \*  
DATE 06/26/86 11:04

21219

PAGE: 005

ORDER NUMBER: 50407

BRANCH NUMB: 000  
DATE SHIPPED: 6-27-86  
CUST NUMBER: FUR340

SHIP TO:  
N & BEDDING DISCOUNTERS  
4 SOLOMONS ISLAND ROAD  
NEWATER, MD

SHIPPED VIA: OUR TRUCK  
NUMBER OF CTNS: 8 WT: \_\_\_\_\_

21037

PHONE: (301) 956-2600  
DATE: 6/26/86

CHARGES: \_\_\_\_\_  
GLSM NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /			
M	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION		
4	1			EA	1	BRO-4101	524.95	524.95
				**		4 PIECE BEDROOM SUITE OAK		
5	1			EA	1	BRO4101-31	.00	.00
				**		TRIPLE DRESSER OAK		
6	1			EA	1	BRO4101-39	.00	.00
				**		HUTCH MIRROR OAK		
7	1			EA	1	BRO4101-41	.00	.00
				**		CHEST 5 DRAWER OAK		
8	1			EA	1	BRO4101-56	.00	.00
				**		CANNONBALL HDBD 4/6-5/0 OAK		
9	1			EA	1	ARM-430	349.95	349.95
				**		4 PIECE BEDROOMSUITE H PINE		
10	1			EA	1	ARM430-150	.00	.00
				**		TRIPLE DRESSER HO PINE		
11	1			EA	1	ARM430-250	.00	.00
				**		HUTCH MIRROR HO PINE		
12	1			EA	1	ARM430-320	.00	.00
				**		CHEST 5 DR HO PINE		
13	1			EA	1	ARM430-455	.00	.00
				**		HEADBOARD 4/6-5/0 HO PINE		
14	1			EA	1	DMI-2515	215.95	215.95
				**		4 PIECE BEDROOM SUITE PINE		

*Cherry*

CONTINUED >

penn Distributors, Inc.  
 5 Sparrows Point Road  
 Timore, Maryland

46065

\* PICKING TICKET \*

DATE 06/26/86 11:04

21219

PAGE: 006

ER NUMBER: 50407

BRANCH NUMBER: 006 *6-26-86*

P TO:  
 N & BEDDING DISCOUNTERS  
 4 SOLOMONS ISLAND ROAD  
 EWBATER, MD

DATE SHIPPED:  
 CUST NUMBER: FUR340

SHIPPED VIA: OUR TRUCK

NUMBER OF CTNS: *8* WT:

21037

NE: (301) 956-2600  
 NUMBER: 6/26/86

CHARGES:

SLSM NO. 002

LINE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B/O	UOM	FACT	ITEM DESCRIPTION	
5	1	1	✓	EA	1	DMI2515-14 DOUBLE DRESSER	.00 .00
				**		HO PINE	
6	1	1	✓	EA	1	DMI2515-60 MIRROR	.00 .00
				**		HO PINE	
7	1	1	✓	EA	1	DMI2515-24 CHEST 4 DR	.00 .00
				**		HO PINE	
8	1	1	✓	EA	1	DMI2515-30 PANEL HDBD 4/6-5/0	.00 .00
				**		HO PINE	
9	1	1	✓	EA	1	J/M-2600 2X4 BUNK BED W/RAILS	54.95 54.95
				**		PINE	
0	1	1	✓	EA	1	J/M-2600BB 2 X 4 BUNK BED	.00 .00
				**		PINE	
1	2	2	✓	EA	1	J/M-2600WR WOOD RAILS	.00 .00
				**		PINE	
2	1	1	✓	EA	1	J/M-3600 2X6 BUNK BED W/RAILS	72.95 72.95
				**		PINE	
3	1	1	✓	EA	1	J/M-3600BB 2 X 6 BUNK BED	.00 .00
				**		PINE	
4	2	2	✓	EA	1	J/M-3600WR WOOD RAILS	.00 .00
				**		PINE	
5	1	1	✓	EA	1	J/N-8600 2X6 BUNK BED SPLIT W/RLS	109.95 109.95
				**		PINE	

*Cherry*

CONTINUED >

Worn Distributors, Inc.  
0 Sparrows Point Road  
Timore, Maryland

\* PICKING TICKET \*  
DATE 06/26/86 11:04

PAGE: 007

ER NUMBER: 50407

BRANCH NUMB: 00 *6-26-86*  
DATE SHIPPED: \_\_\_\_\_  
CUST NUMBER: FUR340

P TO:  
N & BEDDING DISCOUNTERS  
4 SOLOMONS ISLAND ROAD  
EWATER, MD

SHIPPED VIA: OUR TRUCK  
NUMBER OF CTNS: *2* WT: \_\_\_\_\_

NE: (301) 956-2600  
NUMBER: 6/26/86

CHARGES: \_\_\_\_\_  
GLSM NO. 002

IE	QTY	QTY	QTY	UOM	ITEM NUMBER /		
M	ORD	SHIP	B/O	UOM	ITEM DESCRIPTION		
6	1	<i>1</i>	<i>1</i>	EA	1 J/M-8600BB 2 X 6 BUNK BED-SPLIT	PINE	.00 .00
#LOCATION				**			
7	2	<i>2</i>	<i>2</i>	EA	1 J/M-8600WR WOOD RAILS	PINE	.00 .00
#LOCATION				**			
8	1	<i>1</i>	<i>1</i>	EA	1 TUR-411 CHEST 4 DR	MEDIUM PINE	52.95 52.95
#LOCATION				**			
9	1	<i>1</i>	<i>1</i>	EA	1 TUR-465 5 DRAWER CHEST	HICKORY	54.95 54.95
#LOCATION				**			

DT/10:26

\*\*\* ORDER TOTAL

5,083.35

\*\*\* THIS IS A CONSIGNMENT---PLEASE SEE ATTACHMENT \*\*\*

*A. J. Walker*



**HALPERN DISTRIBUTORS, INC.**

P.O. BOX 6785 BALTIMORE, MARYLAND 21208 301/947-7000

BOOK 501 PAGE 288

ATTACHMENT A - CONSIGNMENT AGREEMENT

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DATE June 26, 1986

  
OFFICER OF COMPANY

ORDER NO. 50407

Furniture & Bedding Discounter  
3200 Solomons Island Road  
Edgewater, MD 21037

Mailed to Secured Party

BOOK 501 PAGE 289

263017

RECORD FEE 13.00  
POSTAGE .50  
JUL 30 1986

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any)

1 Debtor(s) (Last Name First) and address(es)  
Robert L. Batsleer, M.D., P.A.  
Medical Arts Building, Suite 201  
1438 Defense Highway, Route 450  
Crofton, MD 21054

2 Secured Party(ies) and address(es)  
Trans Leasing International  
3000 Dundee Road  
Northbrook, IL 60062

For Filing Officer  
(Date, Time, Number, and Filing Office)

4 This financing statement covers the following types (or items) of property:

1 Microspiro with case

5 ASSIGNEE OF SECURED PARTY

NOT SUBJECT TO RECORDATION TAX

#86-2457-1514 - Micro

6 Complete only when filing with Judge of Probate:  
The initial indebtedness secured by the financing statement is \$

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented:

Filed with: Clerk of Court - Anne Arundel County, MD

Robert L. Batsleer, M.D., P.A.

Trans Leasing International

By: See attached document  
Signature(s) of Debtor(s)

By: *[Signature]*  
Signature of Secured Party

Asst. V.P.

(STANDARD)  
(1) FILING OFFICER COPY - ALPHABETICAL

CR  
CLERK

1986 JUL 30 PM 4:18  
E AUBREY COLLISON  
CLERK



# TRANS LEASING INTERNATIONAL®

3000 Dundee Road, Northbrook, Illinois 60062

800-323-1180 - TOLL FREE

BOOK

501-290

LEASE NO: Always Refer To  
86-2459-1514

LESSEE

NAME **Robert L. Batsleer, M.D., P.A.**

ADDRESS **Medical Arts Building, Suite 201**

CITY **1438 Defense Highway, Route 450**

STATE **Crofton, MD 21054**

COUNTY

NAME AND ADDRESS OF SUPPLIER

#3835 **Diagnostic Systems**

**160 Talcott Street, Suite 105**

**Rockville, MD 20852**

(CHECK ONE)  CORPORATION  PARTNERSHIP  PROPRIETORSHIP

NAME AND PHONE # OF PERSON TO CONTACT **301/721-3200**

SUPPLIER'S MAN NAME AND PHONE # **#2925 Bill Delashmutt 301/294-8946**

QUANTITY	DESCRIPTION: MODEL NO., CATALOG NO., SERIAL NO., OR OTHER IDENTIFICATION	PRICE
1	Micro Spiro with Case	\$ 2,985.00
	SALES TAX (IF APPLICABLE)	N/A
<b>TERMS OF LEASE PAYMENT</b>		<b>TOTAL COST \$ 2,985.00</b>

LEASE PAYMENT <u>116.42</u>	EQUIPMENT LOCATION: IF OTHER THAN ABOVE ADDRESS OF APPLICANT	LESSEE'S DEPOSIT		RENEWAL TERMS RENTAL PAYABLE ANNUALLY IN ADVANCE				
RENTAL TAX IF APPLICABLE <u>2.82</u>		PAYMENTS WILL BE MADE	EFFECTIVE DATE OF LEASE		INITIAL TERM OF LEASE (No Months)	NO. OF LEASE PAYMENTS	1ST MONTHS RENT	SECURITY DEP
INSURANCE COST IF APPLICABLE		Mo.	6/20/86		36	36	\$ 116.42	\$ 0.00
TOTAL PAYMENT <u>129.24</u> PER PERIOD		X						

### TERMS AND CONDITIONS OF LEASE

- LEASE. LESSOR hereby leases to LESSEE and LESSEE hereby hires and takes from LESSOR, the personal property set forth on the EQUIPMENT Schedule above with all replacement parts, additions, accessories incorporated therein and/or affixed thereto, hereinafter referred to as EQUIPMENT
- RENTALS. During and for the original term hereof LESSEE hereby agrees to pay LESSOR as and for rental of the EQUIPMENT the amounts specified above as monthly or other calendar period rental multiplied by the number of months or periods specified above. The first rental payment shall be made on the effective date as set forth above. In the event the effective date is omitted when the LEASE is executed by the LESSEE, the LESSOR shall insert the effective date of this LEASE which shall be the expected date of delivery of EQUIPMENT. Subsequent monthly or other period rental payments shall be due on the same day of subsequent months or other calendar periods as the effective date of this LEASE. All payments shall be made at the office of the LESSOR at 3000 Dundee Road, Northbrook, Illinois 60062; or as otherwise directed by the LESSOR in writing.
- SECURITY DEPOSIT. At the LESSOR'S option any security deposit made hereunder may be applied by LESSOR to cure any default of LESSEE in which event LESSEE shall promptly restore the security deposit to its full amount as set forth above. IF ALL THE CONDITIONS HEREIN ARE FULLY COMPLIED WITH THE SECURITY DEPOSIT SHALL BE REFUNDED TO THE LESSEE WITHIN 30 DAYS AFTER THE RETURN OF THE EQUIPMENT TO THE LESSOR AT THE TERMINATION OF THE ORIGINAL TERM HEREOF OR OF ANY RENEWAL TERM.
- WARRANTIES. LESSOR will request the supplier to authorize LESSEE to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to LESSEE or LESSOR, BUT LESSOR ITSELF MAKES NO EXPRESS OR IMPLIED WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING, WITHOUT LIMITATION THE CONDITION OF EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PARTICULAR PURPOSE. NO DEFECT OR UNFITNESS OF THE EQUIPMENT SHALL RELIEVE LESSEE OF THE OBLIGATION TO PAY RENT OR OF ANY OTHER OBLIGATION UNDER THIS LEASE. The Lessee also acknowledges that the Lessor has made no representation or warranty of any kind, nature or description, express or implied, with respect to the Equipment.
- TERM AND RENEWAL. The original term of this LEASE shall commence on the effective date as set forth above and shall terminate upon the expiration of the number of months, or other calendar periods, set forth above from said date. Provided LESSEE has carried out all the terms and conditions of this LEASE on LESSEE'S part to be kept and performed, LESSEE shall have the option to renew this LEASE for additional periods of one year each beginning the day following the date of termination of the original term of this LEASE and ending one year thereafter. Rentals during any such yearly renewal period shall be as indicated above and shall be payable in advance. During any such renewal period, all of the provisions of this LEASE shall govern except original term rental rates. Notice in writing of renewal shall be addressed to LESSOR at least 60 days in advance of the expiration of the original term hereof or of any subsequent renewal term.

THIS LEASE IS SUBJECT TO THE TERMS AND CONDITIONS PRINTED ABOVE AND ON REVERSE SIDE WHICH ARE MADE PART THEREOF AND WHICH LESSEE ACKNOWLEDGES THAT IT HAS READ.

IN WITNESS WHEREOF THE LESSEE HAS HEREBY EXECUTED THIS NON CANCELLABLE LEASE THIS 13 DAY OF June 19 86

ACCEPTED 6/19/86

TRANS LEASING INTERNATIONAL Lessor

BY [Signature]

TITLE ASSOCIATE PRESIDENT

THE PARTIES BELOW EXECUTE THIS LEASE AS CO-LESSEES HEREUNDR NAME OF LESSEES:

1. Robert L. Batsleer, MD, PA

SIGNATURE X [Signature] Seal

TITLE President

(INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)

2. \_\_\_\_\_

SIGNATURE X \_\_\_\_\_ Seal

TITLE \_\_\_\_\_

(INDICATE CORPORATE OFFICER, GENERAL PARTNER, OWNER, ETC.)

SIGNATURE X [Signature] Seal

(INDIVIDUALLY WITH PERSONAL LIABILITY)

LEASE NO. 8051208

TRANS LEASING INTERNATIONAL  
BOOK 501 PAGE 291

6. EQUIPMENT AND LIABILITY LESSOR, at the request of LESSEE, has ordered or shall order the EQUIPMENT described above from a supplier selected by LESSEE. LESSOR shall not be liable for specific performance of this LEASE or for damages, if, for any reason, supplier fails to accept such order or delays or fails to fill the order. LESSEE agrees to accept such EQUIPMENT and authorizes LESSOR to add the serial number of the EQUIPMENT to this LEASE.

LESSOR shall not be liable to LESSEE for any loss, damage or expense of any kind or nature, caused directly or indirectly by any EQUIPMENT leased hereunder or the use or maintenance thereof; the repair, servicing or adjustment thereto, or for any delay or failure to provide any thereof, any interruption of service or loss of use of the EQUIPMENT, or for any loss of business or damage whatsoever and howsoever caused.

7. ERRORS IN ESTIMATED COST As used herein, "actual cost" means the cost to LESSOR of purchasing and delivering the EQUIPMENT to LESSEE, including taxes, transportation charges and other charges. The amount of each rent payment, the security deposit, and the renewal rental initially set forth above are based on the total cost initially set forth, which is an estimate, and each shall be adjusted proportionally if the actual cost of the EQUIPMENT differs from said estimate. LESSEE hereby authorizes LESSOR to correct the figures set forth above when the actual cost is known, and to add to the amount of each rent payment any sales or other tax that may be imposed on or measured by rent payments. If the actual cost of the EQUIPMENT differs from the estimated cost by more than ten percent (10%) thereof, however, either party at its option may terminate this LEASE by giving written notice to the other party within fifteen (15) days after receiving notice of the actual cost or the corrected rent.

8. PLACE OF USE. LESSEE shall keep the EQUIPMENT at its place of business as specified above. LESSEE covenants and agrees not to allow the use of the EQUIPMENT by other than the employees of the LESSEE and covenants and agrees not to rent or sublet the EQUIPMENT or any part thereof to others for their own use.

9. USE AND RETURN OF EQUIPMENT. The LESSEE shall exercise due and proper care in the use, repair and servicing of the equipment and at all times and at its expense shall keep and maintain the leased property in good working condition, order, and repair. The LESSEE shall make no alteration to the leased property without the prior written consent of the LESSOR. Upon the expiration or termination of this LEASE, LESSEE at its sole expense shall forthwith properly pack and return the EQUIPMENT to LESSOR, at such place designated by LESSOR within the Continental United States, in the same condition as when received by LESSEE, reasonable wear and tear alone excepted. All replacement parts, additions and accessories incorporated in or affixed to the EQUIPMENT after the commencement of this LEASE shall become the property of LESSOR.

10. INSURANCE. LESSEE shall at its own expense keep the EQUIPMENT insured against such risks, in such amounts, including the amount of the replacement value of the EQUIPMENT, in and with such companies as LESSOR shall determine. Said insurance shall provide for loss, if any, payable to the LESSOR. LESSEE shall have no Pro Rata interest in any such policies or the proceeds thereof. Subject to the provisions of paragraph 21 with regard to risk of loss, and without limiting such provisions in the case of any loss or damage covered by insurance, and only to the extent that such loss or damage is covered by such insurance, the proceeds of such insurance shall be applied, at the option of LESSOR, (a) toward the replacement, restoration or repair of EQUIPMENT which may be lost, stolen, destroyed or damaged or (b) toward the obligations of LESSEE for rent hereunder. In the event the LESSOR elects to apply insurance proceeds to the repair or to the replacement of the damaged EQUIPMENT, this LEASE shall continue in full force and effect. In the event the LESSOR elects to apply insurance proceeds to the payment of LESSEE'S obligations for rent hereunder, the LESSEE'S obligations for or the rent hereunder shall be reduced by the amount of such insurance proceeds, but the LESSEE shall be liable for any additional rents due. Such reduction of rents shall be allocated solely to the item or items lost, stolen, damaged or destroyed.

11. TAXES. The LESSEE shall pay all taxes and assessments (and interest and penalties, if any, thereon) which may be levied, directly or indirectly, against the EQUIPMENT or any interest therein or with respect to the ownership, possession or use thereof, whether such taxes are levied against the LESSOR or the LESSEE. Such taxes to be paid by the LESSEE shall include, without limitation, property, sales, rent, lease, and use taxes and any other tax measured by the gross rent payable hereunder, but shall not include net income or franchise taxes payable by the LESSOR. If such taxes are levied against the LESSOR, it shall notify the LESSEE of such fact. The LESSOR shall have the right, but not the obligation, to pay any such taxes, whether levied against the LESSOR or the LESSEE. In such event the LESSEE shall reimburse the LESSOR therefor within five days after receipt of invoice and for the failure to make such reimbursement when due the LESSOR shall have all remedies provided herein with respect to the nonpayment of the rental hereunder.

12. TITLE. All said EQUIPMENT shall remain personal property and the title thereto shall remain with the LESSOR, exclusively. LESSEE shall keep the EQUIPMENT free from any and all liens and encumbrances. LESSEE shall give LESSOR immediate notice of any attachment or other judicial process, liens or encumbrances affecting the EQUIPMENT and shall indemnify and save LESSOR harmless from any loss or damage caused thereby.

13. FILING. LESSEE hereby authorizes LESSOR to file this LEASE, any financing statements or security agreements with respect to the EQUIPMENT or any collateral provided by LESSEE to LESSOR prior to or following LESSOR'S acceptance of this LEASE, in any state of the United States. LESSEE further authorizes LESSOR to file such LEASE, financing statement or security agreement without the signature of LESSEE thereon. LESSEE shall execute such supplemental instruments and financing statements if LESSOR deems such to be necessary or advisable and shall otherwise cooperate to defend the title of the LESSOR by filing or otherwise.

14. RIGHT OF INSPECTION. The LESSOR, its agents, dealers, and representatives, shall have the right at any time during usual business hours to inspect the EQUIPMENT and for that purpose to have access to the location of the EQUIPMENT.

15. NON-WAIVER. LESSOR'S failure at any time to require strict performance by LESSEE of any of the provisions hereof shall not waive or diminish LESSOR'S right hereafter to demand strict compliance therewith or with any other provision. Waiver of any default shall not waive any other default. LESSOR'S rights hereunder are cumulative and not alternative.

16. POSSESSION. LESSOR covenants to and with LESSEE that LESSOR is the lawful owner of said EQUIPMENT free from all encumbrances, and that, conditioned upon LESSEE performing the conditions hereof, LESSEE shall peacefully and quietly hold, and use the EQUIPMENT during said term without hindrance.

17. DEFAULT. If LESSEE fails to pay any rent or other amount herein provided within Five (5) days after the same is due and payable, or if LESSEE fails to observe, keep or perform any other provision of this LEASE required to be observed, kept or performed by LESSEE, or if LESSEE ceases doing business as a going concern, or if a petition is filed by or against LESSEE under the Bankruptcy Act or any amendment thereto (including a petition for reorganization or an arrangement), or if a receiver is appointed for LESSEE or its property, or if LESSEE commits an act of bankruptcy, becomes insolvent, makes an assignment for the benefit of creditors, or offers a composition or extension of any of its indebtedness, or if LESSEE, without LESSOR'S prior consent, attempts to remove or sell or transfer or encumber or sublet or part with the possession of said EQUIPMENT, or if LESSOR deems itself insecure, then LESSOR or its agents shall have the right to exercise any one or more of the following remedies: (a) To declare the entire amount of rent hereunder immediately due and payable without notice or demand to LESSEE; (b) To sue for and recover from the LESSEE an amount equal to the unpaid balance of the rent due and to become due during the term of this LEASE, as well as all attorneys' fees and other expenses incurred by LESSOR in an attempt to enforce the provisions of this LEASE; (c) To sue for and recover damages for the LESSEE'S default; or (d) To take possession of any or all items of EQUIPMENT without demand or notice wherever same may be located without any Court Order or other process of law. Upon retaking possession of any or all items of EQUIPMENT, the LESSOR at its option may (i) lease repossessed EQUIPMENT or any part thereof to any third party on such terms and conditions as the LESSOR may determine or (ii) sell the EQUIPMENT or any part thereof to the highest bidder at public auction or at private sale and may credit the amount so realized less all expenses, including attorneys' fees, incurred in connection with such disposition to the unpaid balance of rent due and to become due and hereunder. LESSEE hereby waives any and all damages occasioned by such taking of possession. Any said taking of possession shall not constitute a termination of this LEASE and shall not relieve LESSEE of its original obligation hereunder unless LESSOR expressly so notifies LESSEE in writing. In addition, the LESSOR shall have upon default such other and further remedies and rights as may be available at law by reason of the LESSEE'S default.

18. ASSIGNMENTS. Neither this LEASE or the LESSEE'S rights hereunder shall be assignable by the LESSEE herein except with LESSOR'S written consent. LESSOR shall have the right to assign this LEASE or any part thereof, if LESSOR assigns the rents reserved herein or all or any of the LESSOR'S other rights hereunder, or amounts equal thereto, the right of the Assignee to receive the rentals as well as any other right of the Assignee shall not be subject to any defense, setoff, counterclaim or recoupment which may arise out of any breach or obligation of LESSOR or by reason of any other indebtedness or liability at any time owing by LESSOR to LESSEE. All rentals due hereunder shall be payable to Assignee by LESSEE whether or not this LEASE is terminated by operation of law or otherwise including without limitation, termination arising out of bankruptcy, reorganization or similar proceedings involving LESSOR. On receipt of notification of such assignment, LESSEE, subject to its rights hereunder, shall become the pledgeholder of the EQUIPMENT for and on behalf of the Assignee and will relinquish possession thereof only to the Assignee or pursuant to its written order. LESSEE, on receiving notice of any such assignment, shall abide thereby and make payments as may therein be directed. Following such assignments, the term "LESSOR" shall be deemed to include or refer to LESSOR'S Assignee, provided that no such Assignee shall be deemed to assume any obligation or duty imposed upon LESSOR hereunder and LESSEE shall look only to LESSOR for performance thereof.

19. This lease and every part thereof, shall be binding upon the LESSEE, and upon the heirs, legal representatives, successors, and assigns of the LESSEE, and shall inure to the benefit of the LESSOR, its successors, legal representatives and assigns.

20. LIABILITY. LESSEE shall indemnify and save LESSOR harmless from any and all claims, actions, proceedings, expenses, damages and liabilities including attorneys' fees arising in connection with the EQUIPMENT including, without limitation, its manufacture, selection, purchase, delivery, possession, use, operation, maintenance, leasing, return and any acts of the LESSEE in failing to maintain the EQUIPMENT in GOOD REPAIR.

21. RISK OF LOSS. LESSEE hereby assumes and shall bear the entire risk of loss, theft, damage and destruction of the EQUIPMENT from any cause whatsoever and no loss, theft, damage or destruction of EQUIPMENT shall relieve LESSEE of the obligation to pay rent or any other obligation of this LEASE and this LEASE shall remain in full force and effect. LESSEE shall promptly notify LESSOR in writing of any such loss, theft, damage or destruction of the EQUIPMENT. In the event of damage of any kind whatever to any item of EQUIPMENT (unless the same is damaged beyond repair), LESSEE, at the option of LESSOR, shall at LESSEE'S expense (a) place the same in good repair, condition and working order, or (b) replace the same with like EQUIPMENT of the same or later model in good repair, condition and working order. If the EQUIPMENT, or any item thereof, is determined by LESSOR to be lost, stolen, destroyed or damaged beyond repair, LESSEE shall immediately pay LESSOR therefor an amount equal to the aggregate amount of unpaid total rent for the balance of the term of the LEASE, or the amount of the unpaid total rent allocated to the item or items involved, as the case may be. Upon such payment this LEASE shall terminate with respect to the EQUIPMENT or items thereof so paid for, and LESSEE thereupon shall become entitled there to as-is-where-is, without warranty, express or implied, with respect to any matter whatsoever.

22. MISCELLANEOUS. All notices relating hereto shall be mailed to LESSOR or LESSEE at its respective address above shown or at any later address last known to the sender. This LEASE is irrevocable for the full term hereof and for the aggregate rental herein reserved, and the rent shall not abate by reason of termination of LESSEE'S right of possession and/or the taking of possession by LESSOR or for any other reason. If more than one LESSEE is named in this LEASE, the liability of each shall be joint and several.

Delinquent installments of rental shall bear interest at the highest lawful rate. If LESSOR supplies LESSEE with labels, LESSEE shall label any and all items of EQUIPMENT and shall keep the same affixed in a prominent place. Labels shall bear the legend "Property of Trans Leasing International, LESSOR." In the event this lease is placed in the hands of an attorney to recover any monies due and to become due hereunder and/or for the possession of the equipment, LESSEE shall pay to LESSOR the sum of 15% of the balance due hereunder, if permitted by law, as attorneys' fees, and in no event less than \$50.00.

23. This agreement shall be deemed to have been made and executed in Cook County, Illinois, regardless of the order in which the signatures of the parties shall be affixed hereto, and shall be interpreted and the rights and liabilities of the parties hereto determined in accordance with the laws of the State of Illinois. The LESSEE hereby designates Richard Grossman, 3000 Dundee Road, Northbrook, Illinois 60062 as agent for the purpose of accepting service of any process within the State of Illinois, and the said agent agrees to forward by certified mail any process served upon him to the LESSEE at its address as set forth above.

24. SEVERABILITY. If any provision hereof or any remedy herein provided for be invalid under any applicable law, such provision shall be inapplicable and deemed omitted, but the remaining provisions hereof, including remaining default remedies, shall be given effect in accordance with the manifest intent hereof.

25. ENTIRE AGREEMENT, WAIVER. This instrument constitutes the entire agreement between the parties. No supplier or agent thereof is authorized to bind LESSOR or to waive or modify any term hereof. No waiver by LESSOR of any provision hereof shall constitute a waiver of any other matter.

Mailed to Secured Party

W. [Signature]

LEASE COPY - 3



Business Loan Security Agreement For Video Magic VII

Video Magic VII Limited Partnership ( the "Debtor"), a Partnership of the State of Maryland, in consideration of financial accomodations given by AL Yoviene, (the "Lender") agrees as follows:

1)As security for the due and punctual payment of any and all of the note dated 7/25/86 from the Debtor to the Lender in the amount of \$40,000, the debtor hereby grants to the Lender a continuing security interest in all the collateral (as defined below), whether now or hereafter existing or acquired.

Collateral-

Inventory- All of the inventory of the Debtor, of every type or description now owned and hereafter acquired and wherever located, all present, and future substitutions thereof and additions thereto and all proceeds and products there of in any form whatsoever.

2)Debtor represents and warrants that:

a)no litigation or other proceeding before any court or administrative agency is pending, or to the knowledge of the officers of Debtor, is threatened against Debtor, the outcome of which could materially impair Debtor's financial condition or its ability to carry on the Business.

b)its principal business operation (the Business) is Video Cassettes and that, if a corporation, it is duly organized and existing in good standing under the laws of the jurisdiction stated above; the execution, delivery and performance of the Agreement and other documents and instruments required under this Agreement and the issuance of any notes by Debtor are within its corporate powers, have been duly authorized, and are not in contravention of law, the terms of Debtor's Article of Incorporation or By-Laws, or the terms of any indenture, agreement or undertaking to which Debtor is party or by which it is bound.

3)Debtor agrees in the occurrence of non-payment when due of any obligations to the Lender, the Lender is authorized to take possession of the Collateral or any part thereof to satisfy the remaining amount of debt to the lender.

IN WITNESS WHEREOF, the Debtor has duly executed or caused to be executed this Business Loan Security Agreement, under seal, this day of July 25<sup>th</sup>, 1986.

ATTEST OR WITNESS:

[Signature]  
Witness  
[Signature]  
Witness

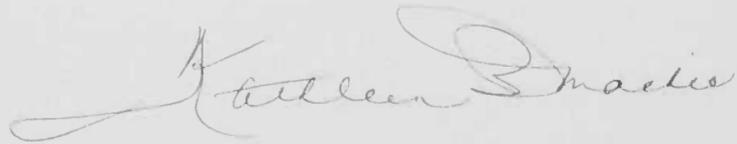
VIDEO MAGIC VII  
Debtor  
[Signature]  
Kurt B. O'Neill, Partner  
[Signature]  
Linda S. O'Neill, Partner

Address of Chief Place of Business:

\_\_\_\_\_  
\_\_\_\_\_

STATE OF MARYLAND, COUNTY OF Prince George wit:

I hereby certify that on this 28<sup>th</sup> day of July, 1986, before me, the subscriber, a Notary Public of the State and county aforesaid, personally appeared KURT O'NEILL and LINDA O'NEILL, being duly sworn according to law, depose and certify that they are the individuals named in the foregoing certificate and the the facts set forth herein are true and correct.



My Commission Expires July 1, 1990

Mailed to Secured Party

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 

 RECORDING TAX ON PRINCIPAL AMOUNT OF \$ 7,000.00

FINANCING STATEMENT

1. Debtor(s):

Charles E. FOEHRKOLB & Barbara FOEHRKOLB  
 Name or Names—Print or Type  
 12355 Bonfire Dr., Reisterstown, MD 21136  
 Address—Street No., City - County State Zip Code

RICHARD ARTHUR ICE & MARY ALLISON ICE  
 Name or Names—Print or Type  
 117 Kipling Ct., Abingdon, MD 21009  
 Address—Street No., City - County State Zip Code

GERALD REVILL, 8627 Richmond Ave. Baltimore, MD 21234

---

2. Secured Party:

JERRY C. CARLTON & WANDA L. CARLTON  
 Name or Names—Print or Type  
 23 Emerson Road, Severna Park, MD 21146  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

business chattels & fixtures at 6 S. Ritchie Highway, Pasadena, MD 21122

4. If above described personal property is to be affixed to real property, describe real property.

RECORDING FEE 15.00  
 RECORD TAX 47.00  
 FILING FEE .50  
 TOTAL DUES \$61 7/01/40  
 AUG 1 86

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S)

*Charles E. Foehrkolb*  
 (Signature of Debtor) FOEHRKOLB  
 CHARLES E. FOEHRKOLB  
 BARBARA FOEHRKOLB  
 Type or Print

SECURED PARTY:

*Jerry C. Carlton*  
*Wanda L. Carlton*  
 (Company, if applicable)  
 Jerry C. Carlton

(Signature of Debtor)  
 RICHARD ARTHUR ICE  
 MARY ALLISON ICE *Mary Allison Ice*  
 Type or Print (Include title if Company)  
 GERALD REVILLE *Gerald P. Reville, Jr.*  
 Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address ARTHUR L. RHOADS, JR., ESQ. 1029 Ingleside Ave. Baltimore, MD 21228

Lucas Bros. Form F-1

15-49-50

RECEIVED FOR RECORD DEPT. OF RECORDS & CLERK COUNTY

1986 AUG -1 AM 10:40

E. AUBREY COLLISON CLERK



FINANCING STATEMENT - FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Bay East Marina, Inc.

Address 410 Severn Avenue, Suite 216, Annapolis, MD 21403

2. SECURED PARTY

Name Donzi Credit Corporation

Address 4228 First Avenue

Tucker, GA 30085-5056

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORDING FEE 11.00  
SEARCH FEE 1.50  
TOTAL FEE 12.50  
AUG 21 11:08 AM '86

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All the following types of goods held for sale or lease by debtor consisting of, but not limited to boats, outboard engines, inboard/outboard engines, trailers and the like, including parts, accessories and all other equipment used or intended to be used in conjunction with any of the foregoing acquired by debtor from Donzi Marine Corporation. Inventory

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X [Signature]  
(Signature of Debtor)

H. Thomas Price  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

Angela Mathis  
Type or Print Above Name on Above Line

CR CLERK

1986 AUG 21 AM 11:09

E. AUBREY COLLISON  
CLERK

1150



BOOK 501 PAGE 207

263003

Financing Statement

COPY FOR FILING

- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ 20,000.00
- To Be Recorded in Land Records of \_\_\_\_\_

Record in:

- SDAT
- Montgomery County
- Prince George's County
- Other Anne Arundel Co.

NAME	Street	CITY	State
1. Debtor(s)			
<u>Marie Hill and Robert L. Hill</u>	<u>301 S. Maryland Ave.</u>	<u>Lothian,</u>	<u>MD 20711</u>

2. Secured Party: SOVRAN BANK/MARYLAND  
 6610 Rockledge Drive, Bethesda, MD 20817  
 Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof.
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Debtor(s) or Assignor(s)

Secured Party: SOVRAN BANK/MARYLAND

Superior Cleaners

By: John J. Reith  
 Type Name John J. Reith

By: Robert L. Hill, partner  
 By: Marie Hill, partner

Title RBO & Mgr.

Type or Print Name and Title of Each Signatory

13.00  
140.00  
50  
RM 115112  
AUG 1 86  
1986 AUG - 11 PM 3:12  
E. AUERLY COLLISON  
CLERK

Mail to Sovran Mtg Corp

13-  
140-  
5

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Aldley, Inc.  
Address: T/A Crabtree and Evelyn  
1360 Columbia Mall  
Columbia, Maryland 21044

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910  
REPLY TO: Suite 100 Clark Bldg.  
5565 Sterrett Place  
Columbia, Maryland 21044

3. This Financing Statement covers the following types (or items) of property:  
A first lien security interest under the Uniform Commercial Code of Maryland on all furniture, fixtures and inventory now owned or hereafter acquired.  
A first lien security interest under the Uniform Commercial Code of Maryland on accounts receivable and contract rights now in existence or hereafter created.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Debtor(s): ALDLEY, INC.  
T/A CRABTREE AND EVELYN

Secured Party:

.....  
*Ron Reis*  
.....  
Ron Reis, President  
.....

FIRST AMERICAN BANK OF MARYLAND  
By: *Mary E. Becker*  
.....  
Mary E. Becker, Assistant Vice President  
.....  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

Mail to First Amer

1986 AUG - 1 AM 11:51  
E. JAMES W. MULLISON  
CLERK

DELINQ FEE 11.00  
MORTGEE .50  
ACCORD 2055 111124  
AUG 1 86

MARYLAND NATIONAL BANK

BOOK 501 PAGE 299

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 400,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s) DiDonato, Incorporated Address(es) Route 1, Box 151-e  
Queenstown, Maryland 21658

RECORD FEE 13.00  
POSTAGE .50  
#18473 C345 R01 114:52  
AUG 1 86

6. Secured Party: MARYLAND NATIONAL BANK  
Attention: Charles S. Fitzgerald

Address: Real Estate and Mortgage Division  
10 Light Street  
Fifth Floor  
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 31, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s): DiDonato, Incorporated  
BY: [Signature] (SEAL)  
Pasquale, DiDonato, President  
[Signature] (SEAL)

Secured Party: MARYLAND NATIONAL BANK  
By: [Signature] (SEAL)  
Charles S. Fitzgerald  
Assistant Vice President  
Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85

1350



RECORDED  
1986 AUG -1 PM 2:58  
COLLISON

## ATTACHMENT "A"

## PARCEL NO. 1:

BEGINNING for the same at an iron pipe set in the center line of the abandoned Washington, Baltimore and Annapolis Electric Railroad right of way, said pipe being located along said center line North  $74^{\circ}49'30''$  West 1293.18 feet from where the same intersects the West side of Cowhide Branch Road and running from thence and with a line of fence, the division line between Lots 9 and 10 (as shown on a plat made by Louis Green, Esquire in 1897, and filed in the Equity Case Gaither vs. Gaither, et al, No. 1989, among the Equity Records of Anne Arundel County) South  $14^{\circ}08'$  West, 396.65 feet to a pipe on the North side of West Street extended; thence with the same North  $57^{\circ}30'$  West, 44 feet to a point, said point being located North  $14^{\circ}04'$  East 3 feet from a pipe set in the fence corner; thence with the line of fence between Lots 10 and 11, North  $14^{\circ}04'$  East 379.46 feet to a point in the center line of the abandoned WB&A right of way; thence with the same South  $47^{\circ}49'30''$  East, 38.11 feet to the place of beginning. BEING Lot No. 10 on said plat.

SAVE AND EXCEPTING THEREFROM so much of said property as was conveyed by Hamilton C. Goldsborough to the State of Maryland (to the use of the State Roads Commission), plus easement areas, etc. by deed dated May 8, 1959 and recorded among the Land Records of Anne Arundel County in Liber G.T.C. 1306, folio 24.

BEING the same property acquired by DiDonato Incorporated by deed dated December 2, 1977 and recorded among the Land Records of Anne Arundel County in Liber 3031, folio 346, and confirmatory deed dated August 3, 1979 and recorded among the Land Records of Anne Arundel County in Liber 3231, folio 30.

## PARCEL NO. 2:

BEGINNING for the same at an iron pipe set in the northernmost right-of-way line of West Street, as shown on State Roads Commission Plat No. 19831, and where the westernmost line of the conveyance from Richard Harrod, et al., to Samuel Schenker and John Rouse, Jr., Trustees, dated March 22, 1965, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1859, folio 217, intersects the said north right-of-way line of West Street; thence leaving said right-of-way line and with the westernmost line of said conveyance, and also running along the easternmost line of the conveyance from Daniel Taylor, et ux, to Kramer Realty Co. dated August 24, 1962, and recorded as aforesaid in Liber No. E.G.O. 1590, folio 377, North  $06^{\circ}17'$  West 325.39 feet to a pipe found on the south right-of-way line of the now abandoned W.B.

BOOK 501 PAGE 301

& A. Railroad; thence leaving the easternmost line of the second mentioned conveyance and running with the said right-of-way line of the W.B. & A. Railroad South  $82^{\circ} 33' 40''$  East 80.60 feet to a pipe found at the northeast corner of the first mentioned conveyance, said pipe also being in the North  $14^{\circ} 04'$  East 379.46 foot line of the conveyance from Mary E. J. Wallace and James Wallace, her husband, to Hamilton C. Goldsborough, dated July 2, 1947, and recorded as aforesaid in Liber J.H.H. 416, folio 344; thence with part of said line, reversely, and with courses referred to Annapolis grid north, and also with the easternmost line of the first mentioned conveyance, South  $06^{\circ} 59' 20''$  West 349.89 feet to a pipe set in the said north right-of-way line of West Street; thence with the same, North  $64^{\circ} 44' 30''$  West 80.65 feet to the place of beginning, sometimes known as 1946 West Street, Annapolis, Maryland.

Containing 0.60 of an acre, more or less, as shown on a plat by J. R. McCrone, Jr., Inc., Registered Surveyors, dated April 22, 1966, and recorded among the Land Records of Anne Arundel County in Book 1974, Page 463.

BEING the same property acquired by DiDONATO CORPORATION by deed dated January 10, 1972 and recorded among the Land Records of Anne Arundel County in Liber 2461, folio 500.

Mail to Maryland Natl

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$ 175,000 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

RECORD FEE 12.00  
 POSTAGE .50  
 010478 0345 R01 T14:57  
 AUG 1 1986

5. Debtor(s) Name(s) Address(es):  
 Pasquale DiDonato Route 1, Box 151-e  
 Angelina DiDonato Queenstown, Maryland 21658

6. Secured Party: Address: Real Estate and Mortgage Division  
 MARYLAND NATIONAL BANK 10 Light Street  
 Attention: Charles S. Fitzgerald Fifth Floor  
 Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 31, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):

[Signature] (SEAL)  
 Pasquale DiDonato  
[Signature] (SEAL)  
 Angelina DiDonato

Secured Party: MARYLAND NATIONAL BANK

By: [Signature] (SEAL)  
 Charles S. Fitzgerald  
 Assistant Vice President  
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85

12-30

1986 AUG -1 PM 2:58

E. AUBREY COLLISON  
CLERK



## ATTACHMENT "A"

BEGINNING for the same at an iron pipe here set on the northeastmost side of the Governor Ritchie Highway 150 feet wide, said iron pipe marks the end of the first or South 27 degree 18 minute East 80.7 foot line of the first parcel described in that conveyance from Lloyd C. Bätzler and Helen M. Bätzler, his wife, to Arthur W. Smith, Jr. and Doris F. Smith, his wife, by deed dated February 19, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1732, Folio 191, said point of beginning also marks the point of beginning described in that conveyance from Naomi B. Finkle, formerly known as Naomi B. Schrader, widow, to Kramer Realty Company by deed dated June 29, 1964, and recorded among the Land Records of Anne Arundel County in Liber L.N.P. No. 1771, Folio 289; thence from the point of beginning so fixed binding on the northeasternmost side of said Governor Ritchie Highway and binding on the first or 80.7 foot line described in said First Parcel, reversely with meridian corrected, North 27 degrees, 06 minutes, 50 seconds West, 80.7 feet to an iron pipe here set in the northwesternmost corner described in said conveyance to Smith; thence leaving said Ritchie Highway and binding on the outline reversely, described in said conveyance to Smith, with meridian corrected, North 68 degrees, 58 minutes, 40 seconds East, 260.71 foot to an iron pipe here set on the southwesternmost side of a 30 feet County Road; thence binding on the southwesternmost side of said 30 foot County Road, South 55 degrees, 08 minutes, 50 seconds East 60.09 feet to an iron pipe here set; thence leaving said County road and binding on the southeasternmost outline in said conveyance to Smith, South 62 degrees, 53 minutes, 10 seconds West, 287.48 feet to the point of beginning. Containing 0.415 of an acre of land, more or less, according to a survey and plat made by James D. Hicks & Associates, Inc. Registered Surveyors, dated September 19, 1972.

SUBJECT to an easement or right-of-way 16 feet wide along the southeast boundary of the above described parcel, leading from Ritchie Highway to the 30 foot County Road, as called for in the aforementioned conveyance to Arthur W. Smith, Jr. and wife.

BEING the same property acquired by PASQUALE DiDONATO and ANGELINA Di DSONATO, his wife by deed dated March 12, 1976 and recorded among the Land Records of Anne Arundel County in Liber 3096, folio 497.

BOOK 501 PAGE 304

263007

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

BERKEY INC.  
One Water Street,  
White Plains,  
New York 10601.

2. Secured Party(ies) and address(es)

MANUFACTURERS HANOVER  
COMMERCIAL CORPORATION  
1211 Ave. of the Americas,  
New York, NY 10036.

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

SEE SCHEDULE A ATTACHED

5. Assignee(s) of Secured Party and  
Address(es)

RECORD FEE 11.00  
POSTAGE .50  
470116 (1986) H17 710145  
AUG 4 86

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

ANNE ARUNDEL  
COUNTY MARYLAND

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

BERKEY INC.

MANUFACTURERS HANOVER COMMERCIAL CORPORATION

By: Elizabeth L. Plans VP  
Signature(s) of Debtor(s)

Title

By: [Signature]  
Signature(s) of Secured Party(ies)

Title

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)



RECEIVED & IN RECORD  
COUNTY CLERK, ANNE ARUNDEL COUNTY

1986 AUG -4 AM 10:45

E AUBREY COLLISON  
CLERK

1100 P

BOOK 501 PAGE 305

Debtor

BERKEY, INC.  
One Water Street,  
White Plains,  
New York 10601.

Secured Party

MANUFACTURERS HANOVER COMMERCIAL CORPORATION  
1211 Ave. of the Americas  
New York, New York 10036.

The Financing Statement to which this Schedule is attached covers the following:

All present and future accounts, receivables, instruments, documents, contract rights, chattel paper, general intangibles, unpaid seller's rights, returned and repossessed goods, all rights to the goods represented by the foregoing and all cash and non-cash proceeds thereof.

All present and hereafter acquired merchandise, inventory and goods and all additions, substitutions and replacements thereof, wherever located, together with all goods and materials used or usable in manufacturing, processing, packaging or shipping same; in all stages of production from raw materials through work-in-process to finished goods and all proceeds of whatever sort.

All present and hereafter acquired, wherever located, warehouse receipts, bills of lading, shipping documents, documents of title, chattel paper and instruments, all whether negotiable or not, all goods and inventory relating thereto in all stages of manufacture, process of production, and all cash and non-cash proceeds thereof of whatever sort, and however arising.

Provided that there shall be specifically excluded from the foregoing collateral description all patents, trademarks, trade names (except the accounts generated by the Debtor under any trade name, tradestyle or division), and the following described notes due to the Debtor from: 1) Keystone Camera Corp. in the amount of \$825,000 as of December 31, 1982; 2) Willoughby Peerless Business Machines Corp. in the amount of \$100,000 as of December 31, 1982; and 3) Mr. M. Green in the amount of \$112,976 as of December 31, 1982.

263165

AAC

To be filed in the Financing Statement Records of Prince George's County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$263,000.00 or so much thereof as may be advanced, on which Security Agreement all required transfer and recordation taxes, if any, have been paid.

NAMES OF DEBTORS:

Robert B. Heap, Jr.  
Nancy Heap

ADDRESS:

116 Pates Drive  
Oxon Hill, Maryland

RECORD FEE 12.00  
POSTAGE .50  
918625 CTTT RM 114:16  
AUG 4 86

NAME OF SECURED PARTY:

John Hanson Savings and Loan, Inc.

TRUSTEES:

Gerald A. Cousino  
Charles A. Dukes, Jr.

ADDRESS:

11700 Beltsville Drive  
Beltsville, Maryland 20705

1. This Financing Statement covers the following items of property:
  - A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
  - B. All proceeds of the above described collateral.
  - C. All contract rights of and from the herein described property or any part thereof.

LAW OFFICES  
JOHN J. DWYER  
3470 ANNAPOLIS ROAD  
SUITE 117  
LANTHAN, MARYLAND 20708  
(301) 450-1000  
(301) 450-5600

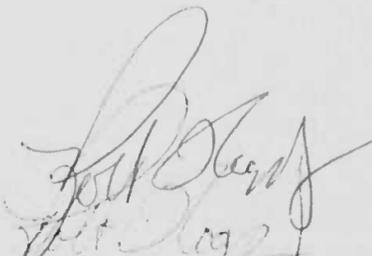
1200

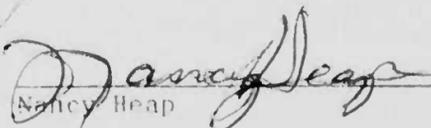
RECEIVED RECORDS  
PRINCE GEORGE'S COUNTY  
1986 AUG -4 PM 2:39  
E. AUBREY COLLISON  
CLERK

D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.

2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as LOT 3 OLSON'S CORNER, P.G. CO. .84 ACRES AND LOTS 1 THRU 6 KITCHEN PROPERTY, A.A. CO. and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Prince George's County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: March 31, 1986

  
\_\_\_\_\_  
Robert B. Heap, Jr. (SEAL)

  
\_\_\_\_\_  
Nancy Heap (SEAL)

*After Recording Return To:*

MESSENGER & ASSOCIATES, P.A.  
5000 Sunnyside Ave., Suite 300  
Beltsville, Maryland 20705



LAW OFFICES  
JOHN J DWYER  
9470 ANNAPOLIS ROAD  
SUITE 117  
LANTHAM, MARYLAND 20706  
(301) 459-4000  
(301) 459-4600

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal
- Amount is \$ 30,000.00
- To be Recorded in Land Records (For Fixtures Only).

<u>Name of Debtor</u>	<u>Address</u>
O.T. NEIGHOFF & SONS, INC.	1117 HOLSUM WAY GLEN BURNIE, MD. 21061

<u>Secured Party</u>	<u>Address</u>
----------------------	----------------

~~Assignor~~  
Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

SER. # A-136800 - BLASTRAC MODEL 1-10D, BLASTRAC MODEL 5-54 DUST COLLECTOR SER.#A-136820, NORTHERN LIGHTS GENERATOR MODEL NL4239-D SER. #2393-3720

RECORD FEE 11.00  
 RECORD TAX 210.00  
 FOSTURE .50  
 #136800 DTG R01 T13435

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate: AUG 4 86

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

Debtor (or Assignor)  
*Kenneth D. Neighoff - Pres.*  
O.T. NEIGHOFF & SONS, INC. BY

Secured Party (or Assignee)  
THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY *Ross Kelly*

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND

1986 AUG -4 PM 2:40  
 E AUBREY COLLISON  
 CLERK

11-  
210-  
20

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant of Uniform Commercial Code)

July 29, 19 86

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 253432 Dated August 20, 1984  
in the Office of Anne Arundel MD  
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME John William Kitchenman III and Carole Glee Kitchenman  
ADDRESS 536 Green Bay Drive  
Arnold, MD 21012

RECORD FEE 10.00  
POSTAGE .50  
STATE 0345 RN 714-41  
86 4 86

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION  
Secured Party

By: [Signature]  
(Authorized Signature)  
Robert P. Strassheim

ASSISTANT TREASURER  
(Title)

Mid-Maryland Title Co., Inc.  
P.O. Box 591  
Annapolis, MD 21404-0591



1986 AUG -4 PM 2:44  
E. AUBREY COLLISON  
CLERK

10.80  
590-841

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax
- 4.  Recordation Tax has been paid on the principal amount of \$ 260,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland

5. Debtor(s) Name(s): Frank A. Malle, Jr. Address(es): c/o Ample Sheet Metal, Inc.  
7501 Connelley Drive  
Hanover, Maryland 21076

RECORD FEE 11.00  
MORTGAGE 50  
PROPERTY TAX 100.00  
TOTAL 161.00  
AUG 5 1986

6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division  
Attention: Patricia A. Hicks 10 Light Street  
Fifth Floor  
Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated June 17, 1986 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof. *machinery, equipment and fixtures necessary to operate the building* *the above paragraph applies only to FR*

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):  
Frank A. Malle, Jr. (SEAL)  
\_\_\_\_\_ (SEAL)

Secured Party:  
MARYLAND NATIONAL BANK  
By: Patricia A. Hicks (SEAL)  
Type name and title Mortgage Loan Officer

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-8 ED 1/85



RECEIVED FOR RECORD  
CLERK, ANNE ARUNDEL COUNTY

1986 AUG -5 AM 8:36

E. AUBREY COLLISON  
CLERK

11-99  
5

EXHIBIT A

BOOK 501 PAGE 311

BEING known and designated as Lots 2 and 3, as shown on Plat One,  
"BWI Commerce Park," which Plat is recorded among the Land REcords of  
ANne Arundel County in Plat Book 93 folio 12.



- 4. The aforesaid items are included as security in a Deed of Trust of even date herewith given by Debtor to GORDON DE GEORGE and THOMAS M. SCOTT, III, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, securing an indebtedness owed by the Debtor to Union Trust Company of Maryland, and are deemed by said Deed of Trust to be part of the hereinafter described real estate.
- 5. Proceeds of collateral are covered hereunder.
- 6. The real estate is that parcel owned by Debtor, located in Anne Arundel County, Maryland, and described more particularly in Schedule A attached hereto and made a part hereof.

DEBTOR:

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND

BY Jacob J. Vandergrift, III  
 JACOB J. VANDERGRIFT, III,  
 dba The Housewrights

BY Elizabeth M. Wright  
 Vice President

VFS1003.176M1

All that plot of ground in Anne Arundel County, Maryland, being known and designated as:

BEGINNING for the same at a granite stone found at the Southwest corner of Lot 14 as shown on a Plat of Harmony Acres Estates recorded among the Plat Records of Anne Arundel County, Maryland, in Plat Book 34, page 50; said stone being further located at the same beginning point as in the conveyance from Jack H. Bridges and Joan S. Bridges, his wife, to Harold G. Kimball, et al, by deed dated October 25, 1967, and recorded among the Land Records of Anne Arundel County, Maryland, in Liber 2116, folio 89; and running from said beginning point so fixed and with part of the North 89° 48' East 578.75 foot line of the above mentioned conveyance to Kimball, et al, reversely, and with bearings referred to Maryland Grid North, South 83° 10' 58" West 545.81 feet to a concrete monument found at the Southeast corner of the conveyance from Hester Ann Ridout and Samuel Ridout to The Rector, Vestry and Church Wardens of St. Margarets Westminister Parish, Anne Arundel County, Maryland, by deed dated March 17, 1884 and recorded among the said Land Records in Liber SH 23, folio 273;

THENCE with part of the East line of said conveyance recorded in Liber SH 23, folio 273, North 12° 46' 45" West 373.48 feet to an iron pipe set at the Southwest corner of the conveyance from Winson G. Gott, Trustee, to George W. Norris and Eleanor R. Norris, his wife, by deed dated December 24, 1921, and recorded among the said Land Records in Liber WNW 46, folio 173;

THENCE with part of the South line of the above mentioned conveyance recorded in Liber WNW 46, folio 173, North 84° 28' 15" East 603.89 feet to intersect the West line of Lot 1 as shown on the above mentioned Plat of Harmony Acres Estates;

THENCE with part of the said West line of Lot 1 and also with the West line of lot 14 as shown on said Plat of Harmony Acres Estates, South 03° 45' 20" East 358.40 feet to the place of beginning.

CONTAINING 4.810 acres, more or less, and as surveyed by J. R. McCrone, Jr., Inc., Registered Professional Engineers and Land Surveyors, in February 1974.

BEING a parcel of ground lying to the West of said Harmony Acres Estates, to the North of the above mentioned conveyance to Harold Kimball, et al, recorded in Liber 2116, folio 89, to the East of the above mentioned conveyance to The Rector, Vestry and Church Wardens of St. Margarets Westminister Parish, Anne Arundel County, Maryland, recorded in Liber SH 23, folio 273, and to the South of the above mentioned conveyance to George W. Norris & Eleanor R. Norris, his wife, recorded in Liber WNW 46, folio 173. Being the remainder of the property conveyed to Zachariah D. Ridout as aforesaid.

Save and excepting therefrom, so much of a certain 50' private road, as hereinafter described, and as shown on a plat attached hereto and recorded in the Land Records of Anne Arundel County in Plat Book 3938, page 245, affects the hereinbefore described lands.

Together with the use in common of a certain 50' private road, as more particularly hereinafter described, for ingress

and egress to the property hereby conveyed; said 50' private road being described as follows:

BEGINNING for the same at a point located on the South side of St. Margarets Road and at the same beginning point as in Parcel One of the conveyance from Robert A. Dietz, Guardian of the Property of Eleanor R. Norris to Andrew Berne and Danielle Berne, his wife, by deed dated December 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3835, page 130;

THENCE with the South side of said St. Margarets Road, North  $84^{\circ} 34'$  East 75.53' to a point;

THENCE leaving said St. Margarets Road, and running thru said Parcel One, South  $35^{\circ} 53' 38''$  West 33.02', South  $12^{\circ} 46' 45''$  East 510.59' and South  $54^{\circ} 09' 15''$  East 37.52' to intersect the North  $84^{\circ} 28' 15''$  East 603.89 foot line of Parcel Two of the above mentioned conveyance;

THENCE running thru said Parcel Two, South  $12^{\circ} 46' 45''$  East 20.16', South  $84^{\circ} 28' 15''$  West 75.52' and North  $12^{\circ} 46' 45''$  West 20.16' to a point located in the above mentioned North  $84^{\circ} 28' 15''$  East 603.89 foot line of said Parcel Two; said point being further located at the end of the South  $12^{\circ} 46' 45''$  East 560.68 foot line of said Parcel One;

THENCE with the said South  $12^{\circ} 46' 45''$  East 560.68 foot line of said Parcel One, reversely, North  $12^{\circ} 46' 45''$  West 560.68' to the place of beginning.

CONTAINING 0.694 acres more or less and as described by McCrone, Inc. in August, 1985.

BEING a 50' Private Road, with use in common, to Parcel One and Parcel Two and being part of Parcel One and part of Parcel Two of the above mentioned conveyance from Robert A. Dietz, Guardian of the Property of Eleanor Norris to Andrew Berne and Danielle Berne, his wife, by deed dated December, 1984 and recorded among the Land Records of Anne Arundel County, Maryland in Liber 3835, page 130.

BOOK 501 PAGE 316

This Continuation, etc., Statement is Presented to a Filing Officer for Filing Pursuant to the Uniform Commercial Code.		No. of Additional Sheets Presented (If Any) <input type="checkbox"/>	3. Maturity Date (if any)
1. Debtor(s) (Last Name First) and Address(es) Annapolis Toyota, Inc. T/A Koons Pontiac GMC Truck 1107 West Street Annapolis, Maryland 21401	2. Secured Party(ies) and Address(es) Borg-Warner Acceptance Corporation The Clark Building Suite 224 5565 Sterrett Place Columbia, Maryland 21044	RECEIPT TEE 10.00 POSTAGE .50 43700 (440 102 712150) AUG 5 1986	
This statement refers to original Financing Statement No. <u>Libre 492 Folio 390</u> Date Filed <u>12/11/ 1985</u> File Number <u>259570</u>		For Filing Officer (Date, Time, Number, and Filing Office)	
4. <input type="checkbox"/> Continuation - The original Financing Statement bearing file number shown above, is still effective. 5. <input checked="" type="checkbox"/> Termination - Secured party no longer claims a security interest under the Financing Statement bearing file number shown above. 6. <input type="checkbox"/> Assignment - The secured party's right under the Financing Statement bearing file number shown above to the property described in Item 9 have been assigned to the assignee whose name and address appear in Item 9. 7. <input type="checkbox"/> Amendment - Financing Statement bearing file number shown above is amended as set forth in Item 9. 8. <input type="checkbox"/> Release - Secured party releases only the collateral described in Item 9 from the Financing Statement bearing file number shown above. 9.			

By: \_\_\_\_\_  
SIGNATURE(S) OF DEBTOR(S) (NECESSARY ONLY IF ITEM 7 IS APPLICABLE)  
**(1) Filing Officer Copy - Alphabetical**  
GMAC UCC-3 12/82

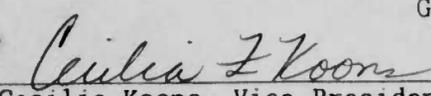
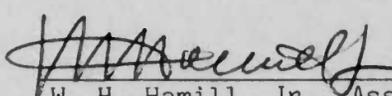
Borg-Warner Acceptance Corporation  
 By: *Abdullah J. Kamad*  
SIGNATURE(S) OF SECURED PARTY (IES) OF RECORD



RECEIVED FOR RECORD  
 CIRCUIT COURT, BALTIMORE COUNTY  
 1986 AUG -5 PM 12:51  
 E. AUBREY COLLISON  
 CLERK

10.00

NOT FOR PUBLICATION

<input type="checkbox"/> Check if applicable <b>TO BE RECORDED IN THE LAND RECORDS</b>	
This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code	
Maturity date (if any):	
1. Debtor(s) Name (Last Name First) Annapolis Toyota, Inc. T/A Koons Pontiac GMC Truck	2. Debtor(s) Complete Address(es) 1107 West Street Annapolis, Maryland 21401
3. & 4. Secured Party (ies) and Complete Address(es) GENERAL MOTORS ACCEPTANCE CORPORATION  7310 Ritchie Highway Glen Burnie, Maryland 21061	5. & 6. Assignee(s) of Secured Party (ies) and Complete Address(es)
7. This financing statement covers the following types (or items) of property: (Describe)  Motor vehicles, trailers and semi-trailers, and accessories; and the replacement parts for any of these; and general intangibles, contract rights, chattel paper, accounts and assignments of accounts including, but not limited to, those arising out of the sale or lease thereof, including rents receivable under leases and rental agreements.	
8a. ( ) Proceeds are also covered.    8b. ( ) Products of collateral are also covered.    No. of additional sheets presented. ( )	
Filed with Circuit Court Clerk of <u>Anne Arundel</u> County; Other _____	
9. Transaction is ( ), is not ( ), (check which applies) subject to recordation tax imposed by Article 81, Sections 277 and 278, Annotated Code of Maryland. If foregoing answer is affirmative, the amount of the initial principal debt is \$ _____	
10. This statement to be returned after recordation to Secured Party, shown above or to _____	
Signature(s) of Debtor(s) <u>Annapolis Toyota, Inc. T/A Koons Pontiac GMC Truck</u>  Cecilia KOONS, Vice President	Signature(s) of Secured Party (ies) or Assignee(s) <u>General Motors Acceptance Corporation</u>  W. H. Hamill, Jr., Asst. Treasurer
Type or Print Names Clearly Below Signature.	
GMAC UCCI Md. 4-74	



RECORD FEE 12.00  
 POSTAGE .50  
 1986 AUG 5 11:50  
 AUG 5 86



1986 AUG -5 PM 12:51  
 E. AUBREY COLLISON  
 CLERK

12.00

Debtor or Assignor Form

FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 19,000.00
- To be Recorded in Land Records (For Fixtures Only).

Name of Debtor  
R Lumber Center, Inc.

Address  
645 Mayo Road  
Edgewater, Maryland 21037

Secured Party  
Farmers National Bank

Address  
5 Church Circle  
Annapolis, Maryland 21401

Assignee

THE FARMERS NATIONAL BANK OF ANNAPOLIS - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

- 1. This Financing Statement covers the following types (or items) of property (the collateral):  
1986 Toyota Fork Lift  
serial #44604

- 2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

- 3.  Proceeds } of the collateral are also specifically covered.  
 Products }

- 4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.



1986 AUG -5 PM 2:36  
 E. AUBREY COLLISON  
 CLERK

Debtor (or Assignor)  
R Lumber Center, Inc.

*David Temple*  
*Ronald B. Pless*

Secured Party (or Assignee)

THE FARMERS NATIONAL BANK OF ANNAPOLIS

BY *R. L. Mann*

RECORDATION FEE 2.00  
 RECORDATION FEE 10.00  
 RECORDATION TAX 173.00  
 POSTAGE 50  
 203118-0000 1986 114-118  
 AUG 5 86

Type or print names under signatures

Mail to: THE FARMERS NATIONAL BANK OF ANNAPOLIS  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND

Mailed to Secured Party

203263

BOOK 501 PAGE 319

This **FINANCING STATEMENT** is presented to a filer for filing pursuant to the Uniform Commercial Code

1. Lessee/Debtor (Last Name First) and address(es)  
**(LESSEE) See attached schedule**  
 51 Franklin Street, #420  
 Annapolis, Maryland 21401

2. Lessor/Secured Party and address(es)  
**(LESSOR) HBE Leasing Corporation**  
 P.O. Box 27340  
 11330 Olive Street Rd  
 St. Louis, Missouri  
 63141

3. Maturity date (if any)  
 For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 15.00  
 RECORD COMM 115.16  
 AUG 5 86

4. This financing statement covers the following types (or items) of property  
 One Holter Monitor and One Pulmonary Function Module located at 51 Franklin Street #420, Annapolis, MD 21401, together with accessions, appurtenances and accessories thereto all as described in Lease No. 1165302, between Lessor and Lessee. This Financing Statement is being filed as a precaution only. Lessee and Lessor regard this Agreement as referred to in Item #4 as a True Lease and not one intended for security.  
**(NOT SUBJECT TO RECORDATION TAX)**

5. Assignee(s) of Lessor/Secured Party and Address(es)

This statement is filed without the Lessee's/Debtor's signature to perfect a security interest in collateral (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: CIRCUIT COURT OF ANNE ARUNDEL

See attached schedule for signatures  
 \_\_\_\_\_  
 (LESSEE)

HBE Leasing Corporation (LESSOR)

M. Miller

By: \_\_\_\_\_  
 Signature(s) of Lessor/Secured Party

By: \_\_\_\_\_  
 Signature(s) of Lessee/Debtor

ORIGINAL-1

699-3-74

15  
 50



1986 AUG -5 PM 3:54  
 E. AUSTIN & WILLISON  
 CLERK

BOOK 501 PAGE 320

SCHEDULE A

Lease No. 11653.02

LEASE BETWEEN

HBE LEASING CORPORATION (Lessor)

and

JOINT AND SEVERAL RICHARD N. PEELER, M.D., ROBERT O. BIERN, M.D., STANLEY P. WATKINS, JR., M.D., ENSERW COLE, III, M.D., BARRY R. NATHANSON, M.D. (Lessee)

Dated the 30th day of June, 1986.

JOINT AND SEVERAL RICHARD N. PEELER, M.D., ROBERT O. BIERN, M.D., STANLEY P. WATKINS, JR., M.D., ENSERW COLE, III, M.D., BARRY R. NATHANSON, M.D.

BY [Signature]  
Richard N. Peeler, M.D.

BY [Signature]  
Robert O. Biern, M.D.

BY [Signature]  
Stanley P. Watkins, Jr., M.D.

BY [Signature]  
Enserw Cole, III, M.D.

BY [Signature]  
Barry R. Nathanson, M.D.

ATTEST: [Signature]

Mailed to Secured Party

*Please attest  
anthoni...  
UCC*

RECEIVED

JUL 21 1986

HBE Leasing Corp.

263261

BOOK 501 PAGE 321

Debtor or Assignor Form

### FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ .....

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Peter Tsou t/a  
Polo International

2 Comproline Street  
Annapolis, MD 21001

### SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate list if necessary

1. This Financing Statement covers the following types (or items) of property (the collateral):

All rights to molds for Hulls purchased from Egg Harbour Yacht Corp. and inventory from time to time consisting of new yachts including all accessories and attachments thereto and made a part hereof and all proceeds (cash and non-cash) of such products as further evidenced by Trust Receipt Security Agreement.

2. The collateral property is affixed or to be affixed to or is or is to be crops on the following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the address stated.

RECORD FEE 12.00

RELEASE 50  
107-24  
MAY 6 1988

1988 AUG -6 AM 9:24  
E. ADRIAN COLLISON  
CLERK

CLERK  
G.L.

Debtor (or Assignor)

Peter Tsou t/a  
Polo International

BY:

*Peter Tsou*

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

BY

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

12-4

203205

TO:

BOOK 501 PAGE 322

- \_\_\_\_\_ UCC Records, Maryland State Department of Assessments and Taxation
- \_\_\_\_\_ Land Records, Anne Arundel County, Maryland
- \_\_\_\_\_ Financing Records, Anne Arundel County, Maryland

The appropriate amount of Recordation Taxes, if any, has been paid in connection with a Deed of Trust dated the 15th day of April, 1986, from MPS Crofton Joint Venture, a Maryland general partnership, to Robert J. Lewis and John H. Aylor, Trustees, recorded on April 18, 1986 in Deed Book 4056 at page 733 among the Land Records of Anne Arundel County, Maryland to secure United Savings Bank in the principal amount of \$2,560,000. This financing statement is offered for filing for the purpose of evidencing and perfecting the security interest of the Secured Party in an undivided 90% interest in and to all funds payable and rights arising pursuant to said Deed of Trust, all as set forth in a certain Participation Agreement between Debtor and Secured Party.

FINANCING STATEMENT

1. Debtor: Address: UNITED SAVINGS BANK 8219 Leesburg Pike Vienna, Virginia 22180
2. Secured Party: Address: THE PROVIDENT INSTITUTION FOR SAVINGS 30 Winter Street Boston, Massachusetts 02105
3. This Financing Statement covers:
  - (a) All of the interest of the Secured Party in the Deed of Trust dated the 15th day of April, 1986, from MPS Crofton Joint Venture to Robert J. Lewis and John H. Aylor, Trustees, recorded among the Land Records of Anne Arundel County, Maryland, the Deed of Trust Note secured thereby, the indebtedness evidenced thereby, and the various Security Documents referred to therein, all in accordance with the terms and provisions of a certain Loan Participation Agreement between the Debtor and the Secured Party dated the 27<sup>th</sup> day of June, 1986.
  - (b) All proceeds of the conversation, voluntary or involuntary, of any of the collateral into cash or liquidated claims, including, without limitation, the proceeds of insurance.
4. Proceeds of collateral are covered by this Financing Statement.

RECORD FEE 11.00  
 POSTAGE .50  
 1986 AUG 07 10:49 AM  
 6 86



1986 AUG - 6 AM 9:59

POSITION COLLECTION

1150.





Maryland Financing Statement

All information must be typewritten or printed in ink.

File No.

263123

(Not to Be) ~~(Not to Be)~~ Recorded in the Land Records.\*  
strike in applicable words

Debtor(s) Name(s) and Address(es)

Charles F. Meyer & Sons, Incorporated  
4910 Sands Road  
Lothian, Anne Arundel, MD 20711

Secured Party Name and Address

Vic Lewis & Sons, Inc.  
1963 Brady Avenue  
Baltimore, MD 21227

Assignee of Secured Party

C.I.T. Corporation  
1301 York Road  
Lutherville, MD 21093

The underlying secured transaction publicized by this Financing Statement is not subject in whole or part to the Maryland recordation tax.

This Financing Statement covers the following types (or items) of property:  
Describe fully, giving Year and Make, Model, Motor or Serial No., etc.

One (1) Used Komatsu Model D355A Dozer S/N 3344 With EROPS And Hydraulic Tilt

The name of C.I.T. Corporation has been changed to The CIT Group/Equipment Financing, Inc. Any reference herein to "C.I.T. Corporation" shall be deemed amended to "The CIT Group/Equipment Financing, Inc."

Proceeds of collateral are also covered.

\* If collateral is goods which are or are to become fixtures strike the words "(Not to Be)" above, and complete the next sentence:

The above described goods are affixed or are to be affixed to: (describe the real estate)



1966 AUG -6 AM 10:07

E. AUBREY COLLISON CLERK

If the Debtor does not have an interest of record in the real estate, the name of a record owner is \_\_\_\_\_

This Statement is to be returned, after recordation, to C.I.T. Corporation at its address above.

Debtor(s) Charles F. Meyer & Sons, Incorporated

Secured Party Vic Lewis & Sons, Inc.

By [Signature] Title Pres  
If corporation, have signed by President, Vice President or Treasurer, and give official title. If owner or partner, state which.

By [Signature]

Type or print name(s) of person(s) signing  
Samuel Myers

Type or print name of person signing  
Shirley Lewis

5-SA-989D

118

Mailed to Secured Party

86-481

TO BE

NOT TO BE

RECORDED IN  
LAND RECORDS

BOOK 501 PAGE 325

SUBJECT TO

NOT SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

A.A. Co.

FINANCING STATEMENT

263124

1. Debtor (s):

Jokey, Inc. T/A Hillside Tavern

Name or Names—Print or Type

1581 Defense Highway, Gambrills, MD 21054

Address—Street No., City - County State Zip Code

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

2. Secured Party:

HARBOR LEASING ASSOC.

Name or Names—Print or Type

701 Cathedral Street, Baltimore, Maryland 21201

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

(1) Crystal Tip Ice Machine  
S/N 7-RA00429101

4. If above described personal property is to be affixed to real property, describe real property.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR (S):

SECURED PARTY:

[Signature]  
(Signature of Debtor)

Edwin Utkewicz, Pres.  
Type or Print

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print

Harbor Leasing Associates  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

Mark M. Caplan, partner  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address HARBOR LEASING ASSOC., 701 Cathedral Street, Baltimore, Maryland 21201

1880

Mailed to Secured Party



1966 AUG -6 AM 10:10  
E. AUBREY COLLISON  
CLERK

BOOK 501 PAGE 326

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)  
Salzman: Ira M. & Barbara J.  
2862 Lee Place  
Bellmore, New York 11710

2. Secured Party(ies) and address(es)  
Society For Savings  
1290 Silas Deane Highway  
Wethersfield, CT 06109

3. Maturity date (if any):  
For Filing Officer (Date, Time and Filing Office)

RECORD FEE 12.00  
POSTAGE

11-5756 1777 001  
AUG 6 1986

28/08/86

4. This statement refers to original Financing Statement bearing File No. 254758 BK480 PG 119  
Filed with Anne Arundel Co. Date Filed 11/30 19 84

- 5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.
- 6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.
- 7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.
- 8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.
- 9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.
- 10.

No. of additional Sheets presented

SOCIETY FOR SAVINGS

By: \_\_\_\_\_  
Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

CLERK

RECEIVED FOR RECORD  
CLERK

1986 AUG --6 AM 10:13

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

RECORDED ON JUN 09 1986 AT 10:55 AM  
IN THE FINANCING RECORDS OF THE MD. ST.  
DEPARTMENT OF ASSESSMENTS AND TAXATION  
ID # 61607549 RECEIPT # 23342000124  
SEE BOTTOM OF PAGE FOR LIBER & PUBLIC  
RECORDING FEE 11.00  
RECORDATION TAX  
• THIS SERVES AS YOUR RECEIPT •

RECORDED  
POSTAL

11.00

9  
6

1. Debtor(s) (Last Name First) and address(es) S. Chandler Sweetser, Jr. 1460 Ritchie Highway Arnold, Maryland 21012	2. Secured Party(ies) and address(es) Edwards & Company Williams Group, Ltd. Robert J. Maccini 915 N.W. 57th Street Oklahoma City, Oklahoma 73118
---	--

3. The financing statement covers the following types (or Name) of property.  
The entire partnership interests of Debtor in and to Wilshire Associates, Ltd., Court Plaza, Ltd. and Perimeter Center Associates, Ltd. (the "Partnerships"), all of which are Oklahoma limited partnerships, and (a) all of Debtor's right, title and interest in, to and under the Limited Partnership Agreements of the Partnerships, (b) to the extent related to Debtor's partnership interests in the Partnerships, all books, correspondence, files, records and other documents of Debtor, and (c) all proceeds and products of or relating to the foregoing. "COLLATERAL NOT SUBJECT TO RECORDATION TAX."  
Proceeds and Products of Collateral are also covered.

For Filing Officer (Date, Time, Number, and Filing Office)

Assignee of Secured Party and Address

1986 JUN 9 A 10 55

File with: THE COUNTY CLERK

County, State of Oklahoma, under Uniform Commercial Code Article 9 S.B. 36

See Signature Page Attached

S. Chandler Sweetser, Jr.

Signature(s) of Debtor(s)

Signature(s) of Secured Party(ies) or Assignee

(1) FILING OFFICER COPY-ALPHABETICAL STANDARD FORM-UNIFORM COMMERCIAL CODE (FORM UCC-2 Approved by State Examiner & Inspector)

NOTIFICATION STATEMENT ONLY. GIFT. LATEST. FORM 677

STATE OF MARYLAND

I hereby certify that this is a true and complete copy of the \_\_\_\_\_  
 document on file in this office. DATED: 7-15-86<sup>2</sup>

STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BY: Jas Stewart

This stamp replaces our previous certification system. Effective: 10/84

EDWARDS & COMPANY, an Oklahoma  
limited partnership

By: EDWARDS INVESTMENT COMPANY, an  
Oklahoma general partnership,  
General Partner

By: [Signature]  
Carl E. Edwards, Jr., General  
Partner

By: [Signature]  
Edward S. Edwards, General  
Partner

WILLIAMS GROUP, LTD., an Oklahoma  
limited partnership

By: [Signature]  
Gordon D. Williams, General Partner

Robert J. Maccini

2820 0567

FINANCING STATEMENT

- 1  To Be Recorded in the Land Records at \_\_\_\_\_
- 2  To Be Recorded among the Financing Statement Records at \_\_\_\_\_
- 3  Not subject to Recordation Tax.
- 4  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.

5 Debtor(s) Name(s) \_\_\_\_\_ Address(es) \_\_\_\_\_

M & M Amusement Co, Inc

118 Roesler Rd  
Glen Burnie, Md 21061

6 Secured Party Willow Ent. Inc.

118 Roesler Road  
Address Glen Burnie, Md. 21061

Attention: Louis Wilner

(Please return to Willow Ent. Inc. at the address in paragraph 6 above)

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A Inventory: All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B Contract Rights: All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C Accounts: All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D General Intangibles: All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E Chattel Paper: All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, encumbered, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F All Equipment: All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

G Specific Equipment: All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessories now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions thereof, and (iii) all cash and non-cash proceeds and products thereof.

H Other: All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

M & M Amusement Co, Inc (Seal)

*Larry Jay Wilner*  
Larry Jay Wilner - Pres (Seal)  
*Larry Jay Wilner*  
Larry Jay Wilner (Seal)

Secured Party

Willow Enterprises, Inc (Seal)

*Louis Wilner*  
Louis Wilner - Sec Treas

Assignee- FIRESTONE FINANCIAL CORP.  
345 Boylston St,  
Newton Center, Mass  
02159

207 51147 7/85

1150



RECEIVED FOR RECORD  
CLERK OF DISTRICT COURT  
BALTIMORE COUNTY

1986 AUG -6 AM 11:48

E. AUBREY COLLISON  
CLERK

SCHEDULE A

BOOK 501 PAGE 330

THIS SCHEDULE A is attached to and made a part of a  
Installment Sales Contract between Willow Enterprises, Inc (Vendor)  
and M & M Amusement Co, Inc (Purchaser) dated March 30, 1986

3 Mat Mania B1078-A2267-A3743  
1 1942 Terra Cresta A75992  
1 Omni Shuffle Alley B3460  
1 Gunsmoke-2234  
1 used Merit Trivia 4267  
2 used Blash Gordon pinball A0210-A1189  
2 Hi Speed Pinball new \*0339-1078  
1 New Williams Strke Zone Shuffle A3472  
1 new Williams Alley Cat A589

Mailed to Secured Party

FF

Anavonder  
11

105

3/24

BOOK 501 PAGE 331

STATE OF MARYLAND

263253

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 9866.00

If this statement is to be recorded in land records check here.

This financing statement Dated 1/23/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Harbour House Inc  
Address 87 Prince George St Annapolis MD 21401

2. SECURED PARTY

Name General Electric Credit Corporation  
Address 260 Long Ridge Rd  
Stamford CT 06904

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 Honeywell HBK-1 Electronic Telephone System



RECORD FEE 11.00  
REGISTER CITY BAL 109159  
AUG 6 86

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Glenn F. Phillips  
(Signature of Debtor)

GLENN F. PHILLIPS  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jackie Hanley  
(Signature of Secured Party)

JACKIE HANLEY CPH# 86-0052  
Type or Print Above Signature on Above Line

"This financing statement is filed solely for notice and precautionary purposes and the filing hereof shall not be deemed evidence of any intention of the parties to create a security interest under the Uniform Commercial Code or to enter into other than a true lease transaction."

RECEIVED FOR RECORD  
CIRCUIT COURT BALTIMORE COUNTY

1986 AUG -6 AM 11:48

E. AUBREY COLLISON  
CLERK

FORM MAY BE PURCHASED FROM HOBBS & WARREN, INC., BOSTON, MASS. 02101

**EQUIFAX  
SERVICES**

**SINGLE PROPERTY CHECK REPORT**

BOOK 501 PAGE 332

CAUTION TO CUSTOMER: In accordance with our agreement, this report is released with the understanding that the information reported is strictly confidential. Although secured from sources deemed reliable, the accuracy of the information is not guaranteed.

Acct. No. 431-108 File No.  
n/s

7/10/86 2 2

ANNAPOLIS HARBOUR HOUSE INC. Location of property to be checked 87 Prince Georges Street  
Annapolis Md. 21401 87 Prince Georges ST Annapolis Md. 21401  
County or Township

DEED RECORD (Recorder's Office—Grantee Index)

Grantee of record (Owner of property)	Grantor of record (From whom acquired)	Date of instrument	Lot #	Block #	Book	Page
Annapolis Harbor House	Minnie G. Cohen	10/24/78	73 75 & 77	n/s	3137	685

(Give additional description of property if requested by customer's overprint.)

Legal description of this property is quite complicated and goes two pages into the deed records. It is described as being between Lot Line 77 and 79 of Prince George Street with the southwestern most side of Prince Georges Street between the two conveyances by Jacob Jacobson. It is the same lot as described in deed Liber WGL 2706 folio 728. Should you desire exact copies of this deed please notify our office for same.

068/cm

VALUATION (Tax Assessor's Office)

LAND: Assessed value	BUILDINGS: Assessed value	TOTAL Assessed value
\$	\$	\$

MORTGAGES (Check here  if there are no mortgages.) (Recorder's Office—Grantor Index)

Amount	Date of instrument	Name & address of mortgagee	Terms	Book	Page

REMARKS: Cover any unusual situation in connection with the checking of the records.

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203123

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$308,373

If this statement is to be recorded in land records check here.

This financing statement Dated 3/21/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name St. Paul Computer Center
Address North Arundel Executive Bldg, 300 Hospital Dr.
Glen Burnie, Maryland 210 61

2. SECURED PARTY

Name Sperry Credit Corporation
Address P. O. Box 500
Blue Bell, PA 19424

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 12/31/90

4. This financing statement covers the following types (or items) of property: (list)
Sperry Systems 1100-71 with accessories, attachments, peripheral equipment and related items together with additions, replacement and substitutions, thereto. Equipment described in SCC Agreement No. 110-2346.

RECORD FEE 12.00
RECORD TAX 2159.00
118959 CTTI NO1 109159
MIS 6 86

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party



RECORDED & INDEXED
STATE OF MARYLAND
CLERK OF THE COURT
BALTIMORE COUNTY

1986 AUG -6 AM 11:48

E. AUBREY COLLISON
CLERK

12-
2/15/86

(Signature of Debtor)

HENRY F. HARTLOVE V.P. TREAS
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

(Signature of Secured Party)

W. J. STROHECKER
Type or Print Above Signature on Above Line

BOOK 501 PAGE 334

203123

FINANCING STATEMENT

For Filing Officer Use

File No.....  
Date &  
Hour.....

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. An Agreement dated 23rd day of May, 1986 whereby Debtors agreed to pay Secured Party the sum of \$33,000 in Thirty (30) Consecutive equal monthl  
Maturity date (if any) principal and interest payments of \$1,247.78 each with first payment on August 1, 1986.

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
Chang-Ho Corporation		4732 Mountain Road,	Pasadena,	Maryland 21122
Zhi-Hong An		4001 Stocong Drive,	Beltsville,	Maryland 20705
Shu-Hua An		4001 Stocong Drive,	Beltsville,	Maryland 20705

Name of Secured Party or assignee	No.	Street	City	State
Chi-Yuen & Lai-Ming Ho		8265 Ahearn Drive,	Millersville,	Maryland 21108

I. This financing statement covers the following types (or items) of property? (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of the equipment, fixtures, chattels, belonging to the Debtors and uses in connection with the restaurant business conducted by said Debtors, located in, on or about the property known as No. 4732 Mountain Road, Pasadena, Maryland 21122, including but not limited to those items set forth in Schedule A attached hereto as part hereof, as well as any and all additions thereto and replacements and renewals thereof whenever hereafter acquired. This is to secure a conditional sales contract between the Buyers and the Sellers.

WILLIAM TAN  
Suite 202, 5602 Baltimore National Pike  
Baltimore, Md. 21228

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor (s) or assignor (s)	Secured Party:
Chang-Ho Corporation	_____ (Seal) (Corporate, Trade or Firm Name)
By: <u>Zhi-Hong An</u> Zhi-Hong An, President	<u>Chi Yuen Ho</u> Chi-Yuen Ho Signature of Secured Party or Assignee
<u>Shu-Hua An</u> (Type or print name under signature) Shu-Hua An, Secretary & Treasurer	<u>Lai-Ming Ho</u> Lai-Ming Ho (Owner, Partner or Officer and Title) (Signatures must be in ink)

RECORDED 13.00  
INDEXED .30  
AUG 11 1986  
CLERK  
1986 AUG -6 AM 11:48  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

BOOK 501 PAGE 335

263130



This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 3 Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)  
Providence Center, Inc.  
ATTN: Thomas G. McCaulty  
370 Shore Acres Rd.  
Arnold, MD 21012

2 Secured Party(ies) and address(es)  
North Supply Co.  
ATTN: Leasing Dept.  
Box 600  
Industrial Airport, Ks. 66031

23208 (Date, Time, Number, and Filing Office)  
For Filing Officer

JUL 02 1986

4 This financing statement covers the following types (or items) of property:

- Premier 1648 Telephone System:
- One KSU
- Nine Lines
- Eight Key Speaker Telephones
- Fourteen Single Line Telephones
- One Printer.

RECORDED FE 11.00  
SERIAL 0777 01 110:00  
AUG 6 86

ASSIGNEE OF SECURED PARTY AND ADDRESS  
C.I.T. FINANCIAL SERVICES CORPORATION  
9225 Ward Parkway, #260  
Kansas City, Mo. 64114

Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered No. of additional Sheets presented:

Filed with:

Providence Center, Inc.  
By: *Thomas G. McCaulty*  
Signature(s) of Debtor(s)  
Thomas G. McCaulty, Vice President

North Supply Co.  
By: *Wally Bennett*  
Signature(s) of Secured Party(ies)

(1) FILING OFFICER COPY - ALPHABETICAL

G. L. CLERK

Mailed to Secured Party

1986 AUG -6 AM 11:48  
E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ NA

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name MORELAND FARMS - WAYNE, MORELAND dba MORELAND FARMS  
Address 5125 MORELAND LAWN  
LOTHIAN, MARYLAND 20711

2. SECURED PARTY

Name JOHN DEERE COMPANY  
Address POST OFFICE BOX 4949  
SYRACUSE, NEW YORK 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1. New John Deere Model 4250 Tractor Serial # 9493
- 2. New John Deere Model 260 Loader Serial # 11310
- 3. New John Deere Model 65 Blade Serial # 5719

SEARCH FEE 12.00  
FILING FEE .50  
#14778 CMS RM 110108  
AUG 6 86



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Wayne Moreland*  
(Signature of Debtor)

WAYNE MORELAND

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

*Ronald T Williams*  
(Signature of Secured Party)

RONALD T WILLIAMS, ADMINISTRATOR

Type or Print Above Signature on Above Line

Mailed to Secured Party

1986 AUG -6 AM 11:48  
E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203132

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name K & R Motors
Address 6000 Ritchie Highway Baltimore, Maryland 21225

2. SECURED PARTY

Name MAROX LEASING COMPANY
Address P. O. BOX 463
HUNT VALLEY, MARYLAND 21030
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - Ammoco 4000 Brake Lathe w/ Bench S/N 85932A

Assigned to: John Hanson Savings and Loan
P.O. Box 1446
Beltsville, MD 20705-1446

RECORD FEE 11.00
SEARCH FEE 5.00
TOTAL DUES \$16.00
AUG 6 1986

CHECK THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)

Signature of Debtor: Karl Reiser

Type or Print Above Name on Above Line: KARL REISER

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party



Signature of Secured Party: Louise E. Neutze

Type or Print Above Signature on Above Line: Louise E. Neutze

1986 AUG -6 AM 11:48
AUBREY COLLISON
CLERK

BOOK 501 PAGE 338

263133

*[Handwritten mark]*

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es) Westinghouse Electric Corporation Defense and Electronics Center 920 Elkridge Landing Road Linthicum, MD 21090 Anne Arundel County	2. Secured Party(ies) and address(es) Hewlett-Packard Company Finance & Remarketing Div. 972 E. Arques Ave., 70FB Sunnyvale, CA. 94086 4144-81962	For Filing Officer (Date, Time, Number, and Filing Office)
4. This financing statement covers the following types (or items) of property: Hewlett-Packard Equipment per the attached Equipment Schedule and Payment Agreement. **Debtor has authorized Secured Party to File. Equipment location: 401 East Hendy Avenue Sunnyvale, Ca 94088		5. Assignee(s) of Secured Party and Address(es)  RECORD FEE 25.00 POSTAGE .50 H16772 C345 R01 T10410 and 86

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with:

**\*\*SEE ATTACHED** \_\_\_\_\_ Hewlett Packard Company

By: \_\_\_\_\_ Signature(s) of Debtor(s)

By: *[Signature]* \_\_\_\_\_ Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical      STANDARD FORM - FORM UCC-1.

*[Handwritten mark]*

1985 AUG - 6 AM 11:48  
 POSITIVE  
 E. AUBREY CHILSON  
 FILING OFFICER

BOOK 501 PAGE 339

# HEWLETT-PACKARD

## OPERATING LEASE EQUIPMENT SCHEDULE & PAYMENT AGREEMENT

LESSOR HEWLETT-PACKARD COMPANY  
Finance and Remarketing Division  
972 East Arques, 70FA  
Sunnyvale, CA 94086

Lease Agreement # 4144-81962

Ref: Master Lease Agreement # 4126-46136

LESSOR TAX I.D. #: 94-1081436

LESSEE: Westinghouse Electric Corporation - Defense and Electronics Center  
(Full Legal Name of Lessee)

920 Elkridge Landing Road, P.O. Box 746  
(Street Address)

Linthicum Anne Arundel Maryland 21090  
(City) (County) (State) (Zip)

LESSEE TAX I.D. # 025-0877540  
(Contact Name and Phone Number)

EQUIPMENT LOCATION, IF OTHER THAN ADDRESS OF LESSEE:

Street 401 East Henty Avenue  
City Sunnyvale County Santa Clara State CA Zip 94088

### Exhibits:

The following Exhibits checked below are incorporated herein and by this reference made a part of this Agreement

- Master Lease Agreement # 4144-46136
- HP Product Warranty, Form # 5954-1617(D) Rev. 11/85
- Purchase Discount Agreement # CH240
- HP Software Terms, Form # \_\_\_\_\_ Rev. \_\_\_\_\_
- \_\_\_\_\_
- \_\_\_\_\_

The following Exhibits checked below are attached hereto and made a part of this Agreement

- Early Buyout Schedule dated 2/1/86
- Investment Tax Credit Addendum
- HP Tax Exempt Rider Form # \_\_\_\_\_ Rev. \_\_\_\_\_
- \_\_\_\_\_

### Terms and Conditions:

1. Non-Cancellable Agreement: THIS AGREEMENT CANNOT BE CANCELLED OR TERMINATED EXCEPT AS EXPRESSLY PROVIDED FOR HEREIN.
2. Term: The term of this Schedule and Agreement for each item of Equipment covered hereunder shall commence upon the date Lessor executes the same and shall expire 36 months from the due date of the first invoice, or on the expiration of any applicable renewal period
3. Rent: As rent for the Equipment leased hereunder throughout the term hereof, Lessee agrees to pay Lessor, its successors or assigns the sum of \$ 792.54 per month, exclusive of applicable use taxes, beginning upon delivery and acceptance of the Equipment as defined in the above referenced Master Lease Agreement
4. Amount Financed: The total amount financed under this Equipment Schedule and Payment Agreement, after deducting all applicable credits and discounts is \$ 29,191.00
5. Purchase, Renewal, Return Options: Provided that no event of default has occurred or is continuing to occur at the end of the initial non-cancellable lease term, Lessee shall have the option to exercise the following options by providing Lessor with ninety (90) days prior written notice of its intention to:
  - (i) purchase all or some of the Equipment covered by this Agreement for
 
$$\left( \frac{\text{Net Price of Equipment To Be Purchased}}{\text{Total Net Price of Equipment}} \right) \times \left( \begin{array}{l} \text{Amount to Finance} \\ \text{less} \\ \text{Sixty percent (60\%)} \\ \text{of the monthly Rents Received} \end{array} \right)$$

(ii) renew all or some of the Equipment covered by this Agreement on a month-to-month basis for the:

$$\left( \frac{\text{Net Price of Equipment to be Renewed}}{\text{Total Net Price of Equipment}} \right) \times (\text{Original Monthly Payment})$$

(iii) return in accordance with paragraph 4 of the above referenced Master Lease Agreement any Equipment covered by this Schedule and Agreement that is not purchased or renewed

If Lessee fails to notify Lessor of its intentions ninety (90) days prior to the expiration of this Agreement and Schedule, it is agreed that Lessee shall renew all of the Equipment covered hereunder in accordance with option (ii) above

During the renewal period, Lessee may return all or some of the Equipment in accordance with paragraph 4 of the above referenced Master Lease Agreement or purchase all or some of the Equipment covered hereunder for the price computed in accordance with option (i) above by providing Lessor with ninety (90) days prior written notice. Sixty percent (60%) of all Rents received shall accrue toward subsequent purchase of the Equipment covered by this Schedule and Payment Agreement up to an eighty percent (80%) maximum of the original Amount to Finance

plus any accrued late charges and taxes applicable to the transfer of this

IF LESSEE EXERCISES ITS OPTION TO PURCHASE THE EQUIPMENT, IT IS SOLD IN ITS THEN "AS IS" CONDITION AT ITS LOCATION WHEN THE OPTION IS EXERCISED

- 6. **Early Buyout Option:** At its option during the initial non-cancellable lease term, Lessee may purchase all of the Equipment in its then "as is" condition at its location when the option is exercised. The purchase price shall be determined from the above referenced Early Buyout Schedule.
- 7. **Equipment Upgrade/Add-On:** At its option but subject to Lessor's prior written consent, Lessee may lease additional equipment and/or upgraded equipment for those items covered under this Schedule and Agreement on a then currently marketed Lessor upgrade program. Such additional or upgraded equipment shall be scheduled on a new Equipment Schedule and Payment Agreement.
- 8. **Financing Statement:** THE PARTIES ACKNOWLEDGE THAT A COPY OF THIS LEASE AGREEMENT EQUIPMENT SCHEDULE AND PAYMENT AGREEMENT MAY BE FILED WITH THE APPROPRIATE STATE AUTHORITIES AS A FINANCING STATEMENT, AT ANY TIME AFTER SIGNATURE BY LESSEE, FOR PROTECTIVE PURPOSES (SHOULD THIS LEASE AGREEMENT BE CONSTRUED AS A SECURED TRANSACTION AT A FUTURE DATE), AND LESSEE EXPRESSLY AUTHORIZES LESSOR TO EXECUTE A SEPARATE FINANCING STATEMENT ATTACHING THIS AGREEMENT ON BEHALF OF LESSEE SHOULD STATE REGULATIONS SO REQUIRE OR, ALTERNATIVELY, TO GRANT AND PERFECT LESSOR'S SECURITY INTEREST IN THE EQUIPMENT. SUCH FILING DOES NOT CONSTITUTE ACCEPTANCE OF THIS AGREEMENT AND SCHEDULE BY LESSOR IT IS FURTHER ACKNOWLEDGED THAT THE EQUIPMENT SHALL REMAIN PERSONAL PROPERTY AND NOT BECOME A FIXTURE TO REAL PROPERTY.

9. **Investment Tax Credit Election:** (If the Investment Tax Credit Election is not applicable check this box )

- a) **LESSOR'S ELECTION:** Lessor elects for the purpose of the tax credit allowed by Section 38 of the Internal Revenue Code ("the Code"), to treat the Lessee named herein as having purchased the property identified herein.
- b) **LESSEE'S CONSENT:** By its execution of this Equipment Schedule and Payment Agreement, Lessee indicates its consent to be treated as the purchaser of the property covered hereunder for the purpose of the investment tax credit allowed by Section 38 of the Code, except for the following items which are specifically rejected: \_\_\_\_\_
- c) **ACRS CATEGORY:** The parties acknowledge that the ACRS Category for the Equipment covered hereunder is five (5) years.
- d) **FAIR MARKET VALUE:** The parties acknowledge that the Fair Market Value of the Equipment covered hereunder is \$ \_\_\_\_\_.
- e) **TRANSFER OF POSSESSION TO LESSEE:** The date of transfer of possession to Lessee for purposes of this Investment Tax Credit Election is \_\_\_\_\_. (Note: The date of transfer of possession is the date the last item of Equipment under this Schedule and Agreement is shipped to Lessee and shall be filled in the space provided above subsequent to Lessee's execution hereof.)
- f) **DISTRICT OFFICE WHERE LESSOR FILES ITS FEDERAL TAX RETURNS:** Fresno, California
- g) **DISTRICT OFFICE WHERE LESSEE FILES ITS FEDERAL TAX RETURNS:** Pittsburgh, PA

**Equipment Schedule:**

Qty.	Model	Description	Item List Price	Item (Discount)	Item Net Price	Extended Net Price
1	7935H	404MB REMOVABLE DISC DRIVE	\$28,300.00	(6,509.00)*	21,791.00	\$21,791.00
5	97935A	404MB MEDIA MODL	1,480.00		1,480.00	7,400.00

\*23% discount per CH240

NET PRICE — HARDWARE	\$29,191.00
NET PRICE — SOFTWARE	0.00
TOTAL NET PRICE — EQUIPMENT	29,191.00
OTHER COSTS	0.00
LESS: DOWN PAYMENT	0.00
AMOUNT TO FINANCE	29,191.00

By execution hereof, the signer hereby certifies that he/she has read this Agreement and the attached Exhibits and that he/she is duly authorized to execute this Agreement on behalf of Lessee.

LESSOR: HEWLETT-PACKARD COMPANY

BY: \_\_\_\_\_  
Authorized Signature  
 NAME/TITLE \_\_\_\_\_  
 DATE \_\_\_\_\_

LESSEE: Westinghouse Electric Corporation  
 BY: [Signature]  
Authorized Signature  
 NAME/TITLE: R. G. Neal, Mgr Purchasing  
 DATE: 4/1/86



EARLY BUYOUT / UPGRADE SCHEDULE

BOOK 501 PAGE 341

CUSTOMER : Westinghouse Electric Corp.  
LEASE #  
TYPE OF LEASE : OPERATING ( 36 MONTHS)  
LEASE RATE : 2.715 MONTHLY  
EFFECTIVE DATE OF RATES USED : 02/01/86  
PROPERTY TAX IS INCLUDED IN RATE  
INVESTMENT TAX CREDIT TO HEWLETT PACKARD

BUYOUT IS	84.82%	AFTER MONTH	13	• BUYOUT IS	86.31%	AFTER MONTH	12
BUYOUT IS	81.77%	AFTER MONTH	15	• BUYOUT IS	83.30%	AFTER MONTH	14
BUYOUT IS	78.63%	AFTER MONTH	17	• BUYOUT IS	80.21%	AFTER MONTH	16
BUYOUT IS	75.40%	AFTER MONTH	19	• BUYOUT IS	77.03%	AFTER MONTH	18
BUYOUT IS	72.09%	AFTER MONTH	21	• BUYOUT IS	73.76%	AFTER MONTH	20
BUYOUT IS	68.68%	AFTER MONTH	23	• BUYOUT IS	70.40%	AFTER MONTH	22
BUYOUT IS	64.62%	AFTER MONTH	25	• BUYOUT IS	66.38%	AFTER MONTH	24
BUYOUT IS	61.02%	AFTER MONTH	27	• BUYOUT IS	62.83%	AFTER MONTH	26
BUYOUT IS	57.32%	AFTER MONTH	29	• BUYOUT IS	59.18%	AFTER MONTH	28
BUYOUT IS	53.52%	AFTER MONTH	31	• BUYOUT IS	55.43%	AFTER MONTH	30
BUYOUT IS	49.61%	AFTER MONTH	33	• BUYOUT IS	51.58%	AFTER MONTH	32
BUYOUT IS	45.59%	AFTER MONTH	35	• BUYOUT IS	47.61%	AFTER MONTH	34
				• BUYOUT IS	41.36%	AFTER MONTH	36

THE ABOVE BUYOUT PERCENTAGES ARE PREDICATED UPON THE FOLLOWING ASSUMPTIONS :

- \* THAT NO EVENT OF DEFAULT HAS OCCURRED AND IS CONTINUING AT THE TIME THE BUYOUT IS QUOTED
- \* THAT ALL RENTS DUE ARE CURRENT
- \* THE ABOVE PERCENTS APPLY TO THE AMOUNT FINANCED ONLY AND DO NOT INCLUDE APPLICABLE TAXES IF ANY



HEWLETT  
PACKARD

## WARRANTY AND INSTALLATION TERMS

### 1. WARRANTY STATEMENT

- a) HP hardware products are warranted against defects in materials and workmanship. If HP receives notice of such defects during the warranty period, HP shall, at its option, either repair or replace hardware products which prove to be defective.

HP software and firmware products which are designated by HP for use with a hardware product, when properly installed on that hardware product, are warranted not to fail to execute their programming instructions due to defects in materials and workmanship. If HP receives notice of such defects during the warranty period, HP shall repair or replace software media and firmware which do not execute their programming instructions due to such defects. HP does not warrant that the operation of the software, firmware or hardware shall be uninterrupted or error free.

If HP is unable, within a reasonable time, to repair or replace any product to a condition as warranted, Customer shall be entitled to a refund of the purchase price upon return of the product to HP.

- b) DURATION AND COMMENCEMENT OF WARRANTY PERIOD

The warranty period for each product is specified in the table below, depending upon the warranty classification code of the product. The applicable warranty code shall be specified on the HP Corporate Price List. The warranty period begins either on the date of delivery or, where the purchase price includes installation by HP, on the date of installation. If Customer schedules or delays installation more than thirty (30) days after delivery, the warranty period begins on the thirty-first (31st) day from the date of delivery.

- c) PLACE OF PERFORMANCE

Within HP service travel areas, warranty and installation services for products installed by HP and certain other products designated by HP will be performed at Customer's facility at no charge. Outside HP service travel areas, warranty and installation services will be performed at Customer's facility only upon HP's prior agreement and Customer shall pay HP's round trip travel expenses and applicable additional expenses for such services.

On-site warranty services are provided only at the initial installation point. If products eligible for on-site warranty and installation services are moved from the initial installation point, the warranty will remain in effect only if Customer purchases additional inspection or installation services at the new site.

For product warranties requiring return to HP, products must be returned to a service facility designated by HP. Customer shall prepay shipping charges (and shall pay all duty and taxes) for products returned to HP for warranty service. Except for products returned to Customer from another country, HP shall pay for return of products to Customer.

Installation and warranty services outside the country of initial purchase are included in HP's product price only if Customer pays HP international prices (defined as destination local currency price, or U.S. or Geneva Export price). Service outside the country of initial purchase is subject to the conditions regarding HP service travel areas and initial installation point described above.

- d) LIMITATION OF WARRANTY

The foregoing warranty shall not apply to defects resulting from:

- i) Improper or inadequate maintenance by Customer
- ii) Customer-supplied software or interfacing;
- iii) Unauthorized modification or misuse;
- iv) Operation outside of the environmental specifications for the product; or
- v) Improper site preparation and maintenance

THE WARRANTY SET FORTH ABOVE IS EXCLUSIVE AND NO OTHER WARRANTY, WHETHER WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED. HP SPECIFICALLY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

### 2. LIMITATION OF REMEDIES AND LIABILITY

THE REMEDIES PROVIDED HEREIN ARE CUSTOMER'S SOLE AND EXCLUSIVE REMEDIES. IN NO EVENT SHALL HP BE LIABLE FOR DIRECT, INDIRECT, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING LOSS OF PROFITS) WHETHER BASED ON CONTRACT, TORT OR ANY OTHER LEGAL THEORY.

The foregoing limitation of liability shall not apply in the event that any HP product sold hereunder is determined by a court of competent jurisdiction to be defective and to have directly caused bodily injury, death or property damage, provided, that in no event shall HP's liability for property damage exceed the greater of \$50,000 or the purchase price of the specific product that caused such damage.

BOOK 501 PAGE 343

INVESTMENT TAX CREDIT ADDENDUM

RE: LEASE #

This Addendum is hereby incorporated in and made a part of the above referenced Lease.

It is understood that the monthly lease rate factor of 2.715% is based in part upon the current availability to Lessor of the Investment Tax Credit ("ITC") allowed by Section 38 of the Internal Revenue Code of 1954 ("The Code").

Lessee acknowledges and agrees that, in the event The Code is amended or legislation is passed subsequent to the execution of the above- referenced Lease which reduces the ITC benefits anticipated by this transaction, the monthly lease rate shall be increased accordingly. In no event shall the monthly lease rate factor exceed 2.888%.

Dated: 4/7, 1986

LESSEE: WESTINGHOUSE ELECTRIC CORP.

BY: [Signature]

TITLE: Mgr. Purchasing

LESSOR: HEWLETT PACKARD COMPANY

BY: \_\_\_\_\_

TITLE: \_\_\_\_\_

Mailed to Secured Party.

TO BE } RECORDED IN  
 NOT TO BE } LAND RECORDS  
 SUBJECT TO } RECORDING TAX  
 NOT SUBJECT TO } ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):  
The Yogurt Patch, Inc.  
Name or Names—Print or Type  
21 Aventura Court; Randallstown, MD 21133  
Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
Address—Street No., City - County State Zip Code  
REGISTRATION FEE 11.00  
TAXES .50  
110411  
35 6 86

2. Secured Party:  
Arundel Property Investors Limited Partnership  
Name or Names—Print or Type Commercentre East B, Suite 270  
1777 Reisterstown Rd. Baltimore Maryland 21208  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
All inventory, fixtures and equipment in Store #JE-5 Jumpers Mall, Anne Arundel County, Maryland also known as 8060-A Jumpers Mall, Ritchie Highway, Pasadena, Maryland 21122.

4. If above described personal property is to be affixed to real property, describe real property. Some of the above described personal property may be affixed to the above described store which is part of the real property shown on a plat entitled "Second Revision of Jumpers - the Mall & More" recorded in the land records of Anne Arundel County, Maryland at 3776/72-1.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
7. Products of collateral  are  are not covered.

DEBTOR(S)  
  
(Signature of Debtor)  
Malcolm Sears, President  
Type or Print  
  
(Signature of Debtor)  
Type or Print

SECURED PARTY:  
ARUNDEL PROPERTY INVESTORS LIMITED PARTNERSHIP (LANDLORD)  
BY: CHURCHVILLE EQUITIES LIMITED PARTNERSHIP (ITS GENERAL PARTNER)  
(Company, if applicable)  
  
(Signature of Secured Party)  
By: Robert E. Statkiewicz, General Partner  
Type or Print

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
TSC MANAGEMENT COMPANY, INC. - Commercentre East B, Suite 270  
1777 Reisterstown Rd.  
Baltimore, MD 21208

Mailed to Secured Party 

1986 AUG -6 AM 11:48  
F. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated 7/10/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name BLOOD, Kenneth T.

Address 3713 South George Mason Drive Falls Church, VA 22041

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St.

Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

RECORDED FEE 11.00  
POSTAGE .50  
TOTAL \$11.50  
AUG 11 1986  
REC 6 86

4. This financing statement covers the following types (or items) of property: (List)

- 1986 Chris Craft 29' Fiberglass Hull #CCHES1191586
- 1986 Mercruiser Gas Twin 230HP Engine #469165 & 469269

Home Anchorage/Winter: Annapolis, MD

Assignee: Society For Savings  
1290 Silas Deane Highway  
Wethersfield, CT 06109

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)



1986 AUG -6 AM 11:48  
E. AUDREY COLLISON  
CLERK

*Kenneth T. Blood*  
(Signature of Debtor)

Kenneth T. Blood  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

Type or Print Above Signature on Above Line

*NA AGENT*  
(Signature of Secured Party)

First Commercial Corporation  
Type or Print Above Signature on Above Line

Mailed to Secured Party

*Anne Ansdel*  
*7/22/86*

UNIFORM COMMERCIAL CODE STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3 A.A. County

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 247945

RECORDED IN LIBER 463 FOLIO 253 ON 6-29-83 (DATE)

1. DEBTOR

Name Samuel C. Giddings
Address 223 Md. Ave., Box 152 Mayo, Md. 21106

2. SECURED PARTY

Name International Harvester Credit Corporation
Address P. O. Box 3140, Cherry Hill, New Jersey 08034

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

Form with checkboxes for A. Continuation, B. Partial Release, C. Assignment, and D. Other. Includes vertical text 'CHECK FORM OF STATEMENT'.

10.00
.50
AUG 11 1986 11:12 AM
AUG 6 1986

Dated 7-25-86

C. V. Fruits
(Signature of Secured Party)
INTERNATIONAL HARVESTER CREDIT CORPORATION
C. V. FRUITS
Type or Print Above Name on Above Line

Mailed to Secured Party
G.L. CLERK

UCC-3 MARYLAND (SHAW-WALKER CO.)

1986 AUG -6 AM 11:49
E. AUBREY COLLISON
CLERK

Clerk of the Circuit Court  
Anne Arundel Co.

STATE OF MARYLAND

BOOK 501 PAGE 347  
Identifying File No. 263137

FINANCING STATEMENT FORM UCC-1

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Reds Dove, Inc.

Address 2729 Solomons Island Rd., Edgewater, Md. 21037

2. SECURED PARTY

Name L. B. Smith, Inc.

Address P.O. Box 8658, Baltimore, Md. 21240

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

RECORD FEE 11.00  
POSTAGE 50  
4118977 045 ROL TIO: 1-4  
AUG 6 86

One (1) Terex Model TS-14B Scraper, s/n 73054

TO RECORD A LEASE ONLY WITH THE TITLE TO BE RETAINED BY L.B. SMITH, INC.

SECURED NOT SUBJECT TO RECORDATION TAX.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

CLERK  
G.L.  
1986 AUG -6 AM 11:49  
E. AUBREY COLLISON  
CLERK

(Signature of Debtor)

Reds Dove, Inc.

Type or Print Above Name on Above Line

Dorothy S. Karr  
(Signature of Debtor)

Dorothy S. Karr

Type or Print Above Signature on Above Line

Bruce Dean  
(Signature of Secured Party)

L. B. Smith, Inc., Bruce Dean, /Bus. Mgr.  
Type or Print Above Signature on Above Line

STATE OF MARYLAND

BOOK 501 PAGE 349

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203100

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name DavCo Food, Inc.

Address 1657 Crofton Blvd., Crofton, MD 21114

2. SECURED PARTY

Name The CIT Group/Equipment Financing, Inc. c/o Manufacturers Hanover Leasing Corporation

Address 270 Park Ave., New York, N.Y. 10017

REC'D FEE 11.00  
1966 AUG 01 10:16  
MS 6 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)  
The property wherever located, described in Exhibit A attached hereto and made a part hereof, and all accessions, additions and attachments thereto, and replacements and substitutions therefor, and all proceeds (including proceeds of insurance) of any of the foregoing. Debtor has no power to sell, transfer or otherwise dispose of said property.

File with: Anne Arundel County

CHECK THE LINES WHICH APPLY

5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

RECORDATION TAX HAS BEEN PAID

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
(Products of collateral are also covered)



1966 AUG -6 AM 11:49  
E. AUBREY COLLISON  
CLERK

Walter Spear (Signature of Debtor)

DavCo Food, Inc.

Type or Print Above Name on Above Line

WALTER J. SPEAR

(Signature of Debtor)

V.P. of Finance + Treasurer

Type or Print Above Signature on Above Line

Andrew J. Kalgreen V.P. Pres. (Signature of Secured Party)

The CIT Group/Equipment Financing, Inc.

Type or Print Above Signature on Above Line

Andrew J. KALGREEN, V.P.

EXHIBIT A

Exhibit A attached to and forming a part of the UCC-Financing Statement between Dav Co Food, Inc., Debtor and The CIT Group/Equipment Financing, Inc., Secured Party.

Any and all items of equipment, furniture, furnishings and all other personal property of whatever nature including kitchen utensils, servicing equipment, refrigeration equipment, phone systems and electronic registers now or at anytime hereafter acquired located at:

3801 Truman Boulevard  
St. Charles, MO 63301

900 Jeffco Boulevard  
Arnold, MO 63010

12850 Tesson Ferry  
St. Louis, MO 63128

4040 S. Broadway  
St. Louis, MO 63118

2045 Hartford  
Baltimore, MD 21213

211 Sunburst Highway  
Cambridge, MD 21613

8 Watkins Park Drive  
Kettering, MD

2038 Wilson Boulevard  
Arlington, VA 22201

10501 Main Street  
Fairfax, VA 22030

The CIT Group/Equipment  
Financing, Inc.

By: Andrew J. Kapp  
Title: Vice Pres

DavCo Food, Inc.

By: Walter B. Bean  
Title: Vice President

Mailed to Secured Party

EXHIBIT A

Exhibit A attached to and forming a part of the UCC-Financing Statement between Dav Co Food, Inc., Debtor and The CIT Group/Equipment Financing, Inc., Secured Party.

Any and all items of equipment, furniture, furnishings and all other personal property of whatever nature including kitchen utensils, servicing equipment, refrigeration equipment, phone systems and electronic registers now or at anytime hereafter acquired located at:

3801 Truman Boulevard  
St. Charles, MO 63301

900 Jeffco Boulevard  
Arnold, MO 63010

12850 Tesson Ferry  
St. Louis, MO 63128

4040 S. Broadway  
St. Louis, MO 63118

2045 Hartford  
Baltimore, MD 21213

211 Sunburst Highway  
Cambridge, MD 21613

8 Watkins Park Drive  
Kettering, MD

2038 Wilson Boulevard  
Arlington, VA 22201

10501 Main Street  
Fairfax, VA 22030

The CIT Group/Equipment  
Financing, Inc.

By: Andrew J. Kapp

Title: Vice Pres

DavCo Food, Inc.

By: Walter B. Bean

Title: Vice President

Mailed to Secured Party

STATE OF MARYLAND

501 351 203140

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WANG LABORATORIES, INC.

Address ONE INDUSTRIAL AVENUE, LOWELL, MA 01851

2. SECURED PARTY

Name PHOENIX LEASING INCORPORATED

Address 1891 FRANCISCO BLVD., SAN RAFAEL, CA 94901

RECORD FEE 11.00  
POSTAGE .50  
JUN 6 11:17 AM '86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All Equipment Leases between the Debtor as Lessor and various Lessees, and all Wang Laboratories computer equipment under each Lease together with all options, accessories, accessions and replacements thereto, financed by Secured Party pursuant to the Equipment Loan and Security Agreement dated as of February 17, 1986 between the Debtor and Secured Party, all as more particularly described on the Exhibits hereto, and all proceeds and general intangibles of such Leases and Equipment, including but not limited to all rentals and other sums payable under each Lease and all insurance proceeds of Equipment.

See Exhibits hereto for complete collateral descriptions of Leases and Wang Laboratories computer equipment.

ANNE ARUNDEL CNTY  
FILED WITH ~~BALTIMORE COUNTY~~, MARYLAND

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

[Signature]  
(Signature of Debtor)

WANG LABORATORIES, INC.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

PHOENIX LEASING INCORPORATED  
Type or Print Above Signature on Above Line

G. L. CLERK

1986 JUN -6 AM 11:49

E. AUBREY COLLISON  
CLERK

( SCHEDULE A )

( printed on 05/08/86 at 12:02 )

No. EE 5

WANG LABORATORIES, INC. / PHOENIX

056-AFASP

Work Order Number: AFASP  
 Loan Pool Number: 1  
 Customer Number: 147428  
 Customer Name: WESTINGHOUSE ELECTRIC COR

Lease Term: 12 months  
 Discount Factor: 14 %  
 Equipment Type: OIS Type  
 Shipping Date: 03/18/86

Start Date	Model Number	Serial Number	Gross Rent	Maintenance	Net Rent	Advance
04/17/86	LPS8	TU8193	\$301.00	\$74.00	\$227.00	\$5,675.00 25x
WORK ORDER TOTALS:			\$301.00	\$74.00	\$227.00	\$5,675.00

CAMP MEADE RD.  
 BALTIMORE, MD 21240  
 BALTIMORE

Mailed to Secured Party

164.45

BOOK 501 PAGE 353

263141



This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es): William J. & Jean L. Wroten Kinloch Circle Arnold, MD 21012

(2) Secured Party(ies) (Name(s) And Address(es): Westwinds Apartments Limited Partnership 211 State Street P.O. Box 13563 Greensboro, N. C. 27405

(3) (a)  Collateral is or includes fixtures. (b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered (c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5). If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es): 1st Home Federal Savings & Loan Association of the Carolinas, F.P.A. P.O. Box 26400 Greensboro, N.C. 27420-26400

RECORD FEE 12.00 POSTAGE .50 011782 0345 001 T10:17 AUG 6 1986 Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property. All of Debtor's aggregate Partnership Interest in Secured Party (representing all limited partner Units purchased by Debtor) and all proceeds of sale or other disposition of said Collateral, including but not limited to, Debtor's Capital Account, his interest in Cash Flow, Net Income and Net Loss, and items of income, gain, loss, deduction and credit, Disposition Proceeds and Refinancing Proceeds made by the Partnership (as the aforementioned capitalized terms are defined in the Partnership Agreement).  Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s) William J. & Jean L. Wroten Edward M. Harrington, General Partner, as Attorney-in-Fact (By) Standard Form Approved by N.C. Sec. of State and other states shown above.

Secured Party(ies) [or Assignees] Westwinds Apartments Limited Partnership (By) General Partner Signature of Secured Party Permitted in Lieu of Debtor's Signature: (1) Collateral is subject to Security Interest In Another Jurisdiction and  (2) Collateral Is Brought Into This State (3) Debtor's Location Changed To This State (2) For Other Situations See: G.S. 25-9-402 (2)

(1) Filing Officer Copy - Numerical



Mailed to Secured Party

1986 AUG 6 AM 11:49 UCC-1

**STATE OF FLORIDA** BOOK 501 PAGE 354  
**UNIFORM COMMERCIAL CODE — FINANCING STATEMENT — FORM UCC-1 REV. 1981**

Seminole Form UCC-1

THIS FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

ONLY ONE NAME PER BOX	<p><b>DEBTOR (Last Name First if a Person)</b>  <b>1A</b> NAME DEVON HOME CENTER STORES OF MARYLAND, INC.          MAILING ADDRESS          **595 S.W. 13th Terrace          CITY Pompano Beach STATE FL 33069</p> <p><b>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)</b>  <b>1B</b> NAME          MAILING ADDRESS          CITY STATE</p> <p><b>MULTIPLE DEBTOR (IF ANY) (Last Name First if a Person)</b>  <b>1C</b> NAME          MAILING ADDRESS          CITY STATE</p> <p><b>SECURED PARTY (Last Name First if a Person)</b>  <b>2A</b> NAME SOUTHEAST BANK, N.A.          MAILING ADDRESS          One Southeast Financial Center          CITY Miami STATE FL 33131</p> <p><b>MULTIPLE SECURED PARTY (IF ANY) (Last Name First if a Person)</b>  <b>2B</b> NAME RHODE ISLAND HOSPITAL TRUST NATIONAL BANK          MAILING ADDRESS          One Hospital Trust Plaza          CITY Providence STATE R.I. 02903</p> <p><b>ASSIGNEE OF SECURED PARTY (IF ANY) (Last Name First if a Person)</b>  <b>3</b> NAME          MAILING ADDRESS          CITY STATE</p>	<p align="center">THIS SPACE FOR USE OF FILING OFFICER          Date, Time, Number &amp; Filing Office</p> <p align="right" style="font-size: 24pt;">263142</p> <p align="right">RECORD FEE 11.00          118983 0345 AM 11:18          AUG 5 85</p> <p align="center">CLERK</p> <p align="right">1989 AUG -6 AM 11:49          E. BAENA COLLESON          CLERK</p> <table border="1" style="width:100%; border-collapse: collapse;"> <tr> <td style="width:50%;">AUDIT</td> <td style="width:50%;">UPDATE</td> </tr> </table> <p>VALIDATION INFORMATION</p>	AUDIT	UPDATE
AUDIT	UPDATE			

**4.** This FINANCING STATEMENT covers the following types or items of property (include description of real property on which located and owner of record when required). If more space is required, attach additional sheets 8 1/2" x 11".

See Exhibit "A" Attached Hereto

\*\*Address in Anne Arundel Cty:  
 2649 Jessup Road  
 Hanover, Maryland 21076

<p><b>5.</b> Proceeds of collateral are covered as provided in Sections 679.203 and 679.306, F.S.</p> <p><b>6.</b> Filed with: Clerk, Circuit Court, Anne Arundel County, MD</p> <p><b>7.</b> No. of additional Sheets presented:          -1-</p> <p><b>8.</b> (Check <input type="checkbox"/>) All documentary stamp taxes due and payable or to become due and payable pursuant to Section 201.22, F.S., have been paid.  <input checked="" type="checkbox"/> Florida Documentary Stamp Tax is not required.</p> <p><b>9.</b> This statement is filed without the debtor's signature to perfect a security interest in collateral (Check <input type="checkbox"/> if so)  <input type="checkbox"/> already subject to a security interest in another jurisdiction when it was brought into this state or debtor's location changed to this state.  <input type="checkbox"/> which is proceeds of the original collateral described above in which a security interest was perfected.  <input type="checkbox"/> as to which the filing has lapsed.  <input type="checkbox"/> acquired after a change of name, identity, or corporate structure of the  <input type="checkbox"/> debtor or <input type="checkbox"/> secured party.</p> <p><b>10.</b> (Check <input type="checkbox"/> if so)  <input type="checkbox"/> Debtor is a transmitting utility  <input checked="" type="checkbox"/> Products of collateral are covered</p> <p><b>11.</b> SIGNATURE(S) OF DEBTOR(S)  <i>Scott L. Baena, Esq.</i></p> <p><b>12.</b> SIGNATURE(S) OF SECURED PARTY(IES) OR ASSIGNEE  <i>Scott L. Baena</i></p>	<p>NAME AND ADDRESS OF PREPARER          Scott L. Baena, Esq.          Stroock &amp; Stroock &amp; Lavan          3300 Southeast Financial Ctr.          Miami, Florida 33131-2385</p>
--	--

**13.** Return copy to: Scott L. Baena, Esq.

NAME	Stroock & Stroock & Lavan
ADDRESS	3300 Southeast Financial Center 200 South Biscayne Boulevard
CITY	Miami
STATE	Florida
ZIP CODE	33131-2385

ALS

EXHIBIT A

(A) A continuing first security interest in and to all of the Debtor's right, title and interest in, to and under all of their Receivables, as well as the proceeds thereof. Receivables as used herein shall mean the aggregate of all present and future accounts, general intangibles, chattel paper, contract rights and other obligations of any kind now or hereafter existing, arising out of or in connection with the sale or lease of goods or the rendering of services by the Debtor, and all proceeds thereof;

(B) A continuing first security interest in and to all of the Debtor's right, title and interest in, to and under all of their Inventory, as well as the proceeds thereof. Inventory, as used herein shall include, without limitation, goods, merchandise and other personal property, now owned or hereafter acquired by the Debtor wherever located, which are held for sale or lease or are furnished or to be furnished under a contract of service or are raw materials used or consumed or to be consumed in the Debtor's business as well as goods which are returned to or repossessed by or on behalf of the Debtor;

(C) All other rights of the Debtor to the payment of money, including without limitation amounts due from affiliates, tax refunds, and insurance proceeds; all interest of the Debtor in goods as to which a Receivable shall have arisen; all files, records (including, without limitation, computer programs, tapes and related electronic data processing software) and writings of the Debtor or in which it has an interest in any way relating to the foregoing collateral; all goods; instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposits, cash or other property owned by the Debtor or in which it has an interest or as to which the Bank may now or hereafter control possession by documents of title or otherwise; all general intangibles of the Debtor (including without limitation any rights of the Debtor to retrieval from third parties of electronically processed and recorded information pertaining to any of the foregoing types of collateral); and

(D) As to each of the foregoing, all proceeds and products thereof.

Mailed to Secured Party



FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel Co.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ 54,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Anne Arundel Co.

5. Debtor(s) Name(s) Jerry L. Sterling  
T/A Pasadena Sign Co. Address(es) 703 Pasadena Rd.  
Pasadena, MD 21122

RECORD FEE 13.00  
 RECORD TAX 378.00  
 POSTAGE .50  
 11/29/92 0345 AM 1107.25  
 46 6 86

6. Secured Party Maryland National Bank Address 80 Mountain Rd.  
 Attention: Elaine J. Stevens Glen Burnie, MD 21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. *Inventory.* All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights.* All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts.* All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles.* All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper.* All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment.* All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. *Specific Equipment.* All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- H. *Other.* All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Jerry L. Sterling T/A Pasadena Sign Co.

X Jerry Lee Sterling (Seal)  
Jerry Lee Sterling, Prop.

✓ Sharon Lee Sterling (Seal)  
Sharon Lee Sterling, Auth. Signer

\_\_\_\_\_(Seal)

\_\_\_\_\_(Seal)

Secured Party  
 Maryland National Bank

Elaine J. Stevens (Seal)

Elaine J. Stevens, Branch Officer/Manager

Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

13-378-50

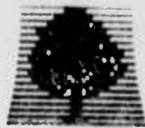


1986 DEC -6 AM 11:49  
 64:11 AM 9-50M 9061  
 MARYLAND NATIONAL BANK  
 GLEN BURNIE BRANCH

MARYLAND NATIONAL BANK

Glen Burnie, Maryland 21061

Mountain Road Office



SCHEDULE A

BOOK 501 PAGE 357

- Truck Make: IHC  
Year: 1980  
Body Style: S-1954  
Serial No.: AF195KCA18620

Carrying the following equipment:

- One Skyhook Model-100 EXD, 24 VDC; Skyhook Welder; Auxiliary Winch; rear outriggers, double telescoping; front outriggers, 8' I Beam - Fishplated w/rollers

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 17.00  
POSTAGE .50  
#18993 0345 #01 110:26  
MS 6 86

1. DEBTOR

Name A. J. Phelps Land Clearing, Inc.

Address 8826 Washington Boulevard Jessup, Maryland 20794

2. SECURED PARTY

Name Morbark North Carolina, Inc.

Address Rt. 1 North Raleigh, N.C. 27661

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, Maryland 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF SECURED PARTY  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Boulevard  
Glen Burnie, Maryland 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

A. J. Phelps Lane Clearing, Inc.

Alvin T. Phelps  
(Signature of Debtor)

Alvin T. Phelps Pres.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Morbark North Carolina, Inc.

H.D. Smith PRESIDENT  
(Signature of Secured Party)

H.D. Smith President

Type or Print Above Signature on Above Line



1986 AUG -6 AM 11:50  
E. ARUNDEL COLLISION  
CLERK

BOOK 501 PAGE 359

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 18, 1986, between Morbark North Carolina, Inc. as Seller/Lessor/Mortgagee

and A. J. Phelps Land Clearing, Inc. 6825 Washington Boulevard Jessup, MD 20794 (Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 211,449.24 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 18th day of July, 1986 Morbark North Carolina, Inc. (SEAL)

By H. Daniels President

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Morbark North Carolina, Inc. FROM: A. J. Phelps Land Clearing, Inc.
Rt. 1 North Raleigh, N.C. 27661 8826 Washington Boulevard Jessup, MD 20794

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Table with 2 columns: Description of Property Purchased and Financial Details. Includes items like (1) TIME SALES PRICE \$231,449.24, (2) Less DOWN PAYMENT IN CASH \$20,000.00, and (3) Less DOWN PAYMENT IN GOODS \$-0-.

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Two hundred eleven thousand four hundred forty nine and 24/100\*\* Dollars (\$ 211,449.24)

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 21st day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 5,873.59 and the final installment being in the amount of \$ 5,873.59

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: July 18, 19 86

Accepted Morbark North Carolina, Inc. (SEAL) (Print Name of Seller Here)

A. J. Phelps Land Clearing, Inc. (SEAL) (Print Name of Buyer-Maker Here)

By: H.D. Smith PRESIDENT

By: A. J. Phelps, Jr. Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature)

(Print Name of Co-Buyer-Maker Here)

(Witness as to Buyer's and Co-Maker's Signature)

By:

This instrument prepared by

1 CAL 2XD(1-75)

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

ORIGINAL FOR CREDIT ALLIANCE CORPORATION

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (SEAL) }  
 \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) } Signature  
 Mailed to Secured Party By: \_\_\_\_\_ } of  
 Seller

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Timonium Chrysler-Plymouth, Inc.  
Address 10300 York Road, Cockeysville, MD 21030

2. SECURED PARTY

Name Capital Exchange Corp.  
Address 340 Interstate North, Suite 140, Atlanta, Ga. 30339  
Leasing Service Corporation, 2261 Perimeter Park, Atlanta, Ga. 30341  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

\*ALL MACHINERY, INVENTORY, EQUIPMENT AND GOODS AS DESCRIBED IN ATTACHED ENTIRE AGREEMENT AND/OR IN ANY SCHEDULE PREPARED IN CONNECTION THEREWITH THIS UCC FORM TOGETHER WITH THE ATTACHED SECURITY AGREEMENT AND/OR SCHEDULE ARE BEING SUBMITTED FOR FILING HERewith AS A FINANCING STATEMENT.\*

1731C-L-03-63113-2 Anne Arundel County, MD.

RECORDED 17:00  
1731C-L-03-63113-2  
AUG 6 11:50 AM '86  
G. L. CLERK  
F. J. COLLISON CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TIMONIUM CHRYSLER-PLYMOUTH, INC.

[Signature]  
(Signature of Debtor)

EDWARD M. SUTTER  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

CAPITAL EXCHANGE CORPORATION

[Signature]  
(Signature of Secured Party)

GREGORY LOCKHART  
Type or Print Above Signature on Above Line

EQUIPMENT LEASE AGREEMENT

LESSOR: Capital Exchange Corp. 340 Interstate North, Suite 140 Atlanta, Ga. 30339
LESSEE: Timonium Chrysler-Plymouth, Inc. 10300 York Road Cockeysville, MD 21030

On the 21st day of January, 1986, Lessor hereby leases to Lessee the following property (hereinafter called "Equipment"), as-is, which is for commercial use and is not consumer goods, for a lease term, at the Total Rent and on the terms and conditions stated below and continued on the reverse side hereof:

Description of Equipment (Include make, year, model, identification, model and serial numbers or marks):

One (1) Spraybake 8 ft. Downdraft Paint Booth

TOTAL RENT \$ 57,976.32+tax

ADVANCE RENT Paid Herewith \$ 3,623.52+tax

BALANCE OF RENT \$ 54,352.80+tax

NO PURCHASE OPTION AVAILABLE HEREUNDER

NO RENEWAL OPTION AVAILABLE HEREUNDER

Equipment to be located at:

Record Owner of Real Estate:

Lessee acknowledges receipt of and accepts Equipment, and acknowledges that no warranties, representations or agreements not expressed herein have been made by Lessor; and Lessee further acknowledges notice of the intended assignment of this lease to either Credit Alliance Corporation or Leasing Service Corporation (said assignee hereinafter called "Lessor") and upon such assignment, Lessee agrees not to assert against the Lessor and any subsequent Assignee any defense, setoff, recoupment, claim or counterclaim which Lessee may have against the original lessor who has executed this lease agreement and/or any subsequent Lessor, whether arising hereunder or otherwise. Lessee, jointly and severally, if more than one, agrees and promises to pay to the order of Lessor or Credit Alliance Corporation or Leasing Service Corporation (whoever is the then holder of this lease, such holder hereinafter called "Lessor"), said Balance of Rent, plus any applicable sales tax, in successive monthly installments commencing on the

5th day of September, 1986, and continuing on the same date of each month thereafter until paid; the first 44 installments shall each be in the amount of \$ 1,207.84, plus any applicable sales tax, and the final installment shall be in the amount of \$ 1,207.84, plus any applicable sales tax, payable at any office of Lessor, or at such other place as Lessor may from time to time appoint. The term of this lease shall commence upon the acceptance hereof by lessor and shall terminate 30 days following the due date for the final installment of rent as provided hereinabove.

Equipment shall be located at the address herein set forth, and shall not be removed from such location without the prior written consent of Lessor. Lessee will not change or remove any insignia or lettering which is or may be placed on Equipment indicating Lessor's ownership thereof and at any time during the term of this lease, upon request of Lessor, Lessee will affix to Equipment in a prominent place, labels, plates or other markings stating that Equipment is owned by Lessor. Lessee shall use Equipment solely in the conduct of its business and in a careful, lawful and proper manner, and shall not part with possession of or enter into any sub-lease with respect to Equipment or any part thereof or assign this lease or any interest hereunder without the prior written consent of Lessor and any attempted assignment shall be null and void. Lessee, at its own cost and expense, shall keep Equipment in good repair, condition and working order and shall furnish any and all parts and labor required for that purpose. Lessee shall not make any material alterations to Equipment without the prior written consent of Lessor. No invoice issued prior to the complete performance of this lease shall operate to pass title to Lessee. All equipment, accessories, parts and replacements for or which are added to or become attached to Equipment shall immediately become the property of Lessor and shall be deemed incorporated in Equipment and subject to the terms of this lease as if originally leased hereunder.

Lessee hereby assumes and shall bear the entire risk of loss of and damage to Equipment from any and every cause whatsoever. No loss of or damage to Equipment or any part thereof shall impair any obligation of Lessee hereunder, which shall continue in full force and effect. In the event of damage of any kind whatever to any item of Equipment (unless the same is damaged beyond repair), Lessee, at the option of Lessor, shall at Lessee's expense place the same in good repair, condition and working order, or replace the same with like Equipment of the same make and of the same or a later model, and in good repair, condition and working order. If Equipment, or any portion thereof, is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair, Lessee shall immediately pay Lessor therefor in cash an amount equal to the actual fair market value of the Equipment involved plus 25% of the aggregate amount of unpaid Total Rent for the balance of the term of this lease allocated by Lessor to the Equipment involved but in no event less than 115% of the unpaid Total Rent allocated by Lessor to the Equipment involved. Upon payment as aforesaid, this lease shall terminate with respect to the terms of Equipment so paid for. The proceeds of any insurance payable as result of loss of or damage to Equipment shall be applied, at the option of Lessor, toward the replacement, restoration or repair of Equipment or toward payment of the obligations of Lessee hereunder. Lessee shall indemnify and save Lessor harmless from any and all liability arising out of the ownership, selection, possession, leasing, renting, operation, control, use, maintenance, delivery and/or return of Equipment, but shall be credited with any amounts received by Lessor with respect thereto from liability insurance procured by Lessee. Lessee shall keep Equipment insured against all risks of loss or damage of any cause whatsoever for not less than (a) the actual fair market value of the Equipment, or (b) the cost of Equipment to Lessor less reasonable depreciation; or (c) the aggregate amount of unpaid Total Rent for the balance of the term on this lease; whichever be greater, and shall carry public liability insurance, both personal injury and property damage, covering Equipment. All said insurance shall be in form and amount and with companies satisfactory to Lessor. All insurance for loss or damage shall provide that losses, if any, shall be payable to Lessor, and all such liability insurance shall be in the joint names of Lessor and Lessee. Lessee shall pay the premiums therefor and deliver to Lessor the policies of insurance or duplicates thereof, or other evidence satisfactory to Lessor of such insurance coverage. Each insurer shall agree, by endorsement upon the policy or policies issued by it or by independent instrument furnished to Lessor, that it will give Lessor 30 days' prior written notice of the effective date of any alteration or cancellation of such policy. Lessee hereby irrevocably appoints Lessor as Lessee's attorney-in-fact to make claim for, receive payment of, execute and endorse in Lessee's name, all documents, checks or drafts due and/or payable to Lessee or any other party. In case of the failure of Lessee to procure or maintain said insurance or to comply with any other provision of this lease, Lessor shall have the right, but shall not be obligated, to effect such insurance or compliance on behalf of Lessee. In that event, all moneys spent by the expenses of Lessor in effecting such insurance or compliance shall be deemed to be additional rent, and shall be immediately paid by Lessee to Lessor. At Lessor's request, Lessee will furnish current financial statements satisfactory to Lessor in form, preparation and content. Lessee shall comply with all laws and regulations relating to, and shall promptly pay when due, all license fees, registration fees, assessments, charges and taxes which may now or hereafter be imposed upon the ownership, possession, leasing, renting operation, control, use, maintenance, delivery and/or return of Equipment, and shall save Lessor harmless against actual or asserted violations, and pay all costs and expenses of every character in connection therewith or arising therefrom.

Title to equipment shall at all times remain in Lessor, and Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep Equipment free and clear from all levies, attachments, liens, encumbrances and charges or other judicial process of every kind whatsoever, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee will cooperate with Lessor, and take whatever action may be necessary, to enable Lessor to file, register or record, and refile, re-register or re-record this lease in such offices as Lessor may determine and wherever required or permitted by law, for the proper protection of Lessor's title to Equipment, and will pay all cost, charges and expenses incident thereto. Equipment is and shall remain personal property irrespective of its use or manner of attachment to realty, and Lessee will not cause or permit Equipment to be attached to realty in such manner that it might become part of such realty without securing the prior written consent of Lessor and the prior written agreement of the owner (if other than Lessee) and of any mortgages of such realty, that Equipment shall remain personal property and may be removed at the option of Lessor. If Equipment is removed, with the consent of Lessor, from the address specified above, Lessee shall advise Lessor of its exact location. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in the Equipment and any and all inventory, goods, equipment, machinery, fixtures and assets of every kind, wherever located, now or hereafter belonging to Lessee or in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee at any time owing to Lessor, now existing and/or hereafter incurred. Lessor may, for the purpose of inspection, at all reasonable times, enter upon any job, building or place where Equipment is located and may remove Equipment forthwith, without notice to Lessee, if Equipment is, in the opinion of Lessor, being used beyond its capacity or in any manner improperly

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE.

LESSEE ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT COPY OF THIS CONTRACT.

Accepted: Capital Exchange Corp. (SEAL) (Print Name of LESSOR Here)

Timonium Chrysler-Plymouth, Inc. (SEAL) (Print Name of LESSEE Here)

By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)

By: [Signature] (Signature and Title of Authorized Officer, Partner or Individual)

Attest: [Signature] Secretary

Attest: [Signature] Secretary

This instrument was prepared by

**TERMS AND CONDITIONS OF EQUIPMENT LEASE AGREEMENT (Continued)**

cared for or abused. Lessor is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement.

If Lessee fails to pay any rent or any other amount hereunder when due or fails to pay when due any indebtedness of Lessee to Lessor arising independently of this lease or fails to perform any of the terms and provisions hereof or of any other agreement with Lessor or changes its management operations, ownership of its stock or control, or becomes insolvent or makes an assignment for the benefit of creditors or if any bankruptcy, receivership or other insolvency proceeding is instituted by or against Lessee or if Lessor shall at any time deem the Equipment in danger of misuse, concealment or misappropriation or if Lessor shall deem itself insecure, then Lessor may, without notice or demand, declare the entire amount of rent then unpaid hereunder together with delinquency charges, collection charges and attorney's fees and all other sums owing to Lessor by Lessee (the sum of all of which is hereinafter called the "Balance") immediately due and payable, whereupon said Balance shall immediately be due and payable and Lessee will immediately deliver possession of the Equipment to Lessor and Lessor may, at its option and without notice and without legal process (Lessee hereby waiving, with full knowledge of Lessee's rights and the effect of this waiver, any right to a hearing prior to any retaking of any property by Lessor), to the extent permitted by law (1) recover the Balance, (2) take possession of the Equipment wherever same may be located (with all additions and substitutions), Lessee agreeing to assemble same at and deliver same to a place designated by Lessor, whereupon all rights of Lessee in the Equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the Balance has been paid in full). Lessee hereby authorizing and empowering Lessor or its designee to enter upon any premises where the Equipment may be found and take possession and carry away same without process of law, and (a) retain Equipment and all prior payments of rent, or (b) obtain all prior payments and either (i) sell Equipment at public or private sale (all without publication or notice to Lessee and with the right in Lessor to purchase any of the Equipment at such sale) applying any net proceeds less 15% of Total Rent to all charges and expenses incurred by Lessor in connection with or incidental to the retaking, storage, repair, refurbishing and sale, including attorney's fees, then to the Balance and then to any other amounts owing by Lessee to Lessor, or (ii) retain Equipment and credit Lessee with the reasonable releasing value of the Equipment, Lessee remaining in any event liable for any deficiency, and (3) pursue any other remedy permitted by law or equity. It is agreed that any amounts to be retained by Lessor and any sums to be paid by Lessee under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein are cumulative and may be exercised, to the extent permitted by the law of controlling jurisdiction, successively or concurrently, and the exercise of one shall not bar any other. Lessor and Lessee waive any and all right to a trial by jury in any action or proceeding based hereon or relating to the subject matter hereof. Lessee hereby irrevocably authorizes any attorney of any Court of Record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for the Balance plus reasonable attorney's fees which are hereby agreed to be no less than 20% of any amount sought, without stay of execution, and Lessee hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force. As part of the consideration for Lessor's entering into this lease, Lessee hereby designates and appoints Stuart B. Glover, Esq., New York, New York and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessee and in Lessee's name, place and stead to accept service of any process within the State of New York, Lessor agreeing to send notice thereof to Lessee at its address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court located within the State of New York regarding any matter arising hereunder. No failure on the part of Lessor to exercise, and no delay in exercising any right or remedy hereunder shall operate as a waiver thereof; nor shall any single or partial exercise by Lessor of any right or remedy hereunder preclude any other right or remedy. Time is of the essence of this lease and shall not be affected by acceptance of any overdue payment. Should Lessee fail to pay any part of the rent herein reserved or any other sum required to be paid by Lessee hereunder, Lessee shall pay Lessor a delinquency charge of 1/15 of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorney's fees. Any security interest granted herein shall attach to any proceeds. Each person signing this agreement warrants full authority to sign for the party named and said person, individually, together with the party named shall be jointly and severally liable for the balance of rent hereunder. Lessor may, in its sole discretion apply and/or change applications of any sums paid and/or to be paid by or for Lessee under any agreements to any obligations of Lessee presently existing or otherwise.

On termination hereof, Lessee shall, at its own cost and expense, return Equipment to Lessor at such address specified by Lessor, in the same condition as received, reasonable wear and tear and normal depreciation excepted. Lessee shall have the option, if Lessor is not in default hereunder, to purchase Equipment as a whole but not in part, as-is, where-is, at the end of the original or any renewal term hereof, upon giving at least 60 days' prior written notice to Lessor, and upon payment simultaneously with such notice of the Purchase Option amount as indicated on the reverse side hereof. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least 60 days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, and if Lessee fails to purchase the Equipment or return the Equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease the initial term, subject to termination by Lessor at any time upon written notice to Lessee. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

This contract contains the entire agreement of the parties and may not be modified except in writing. Any provisions hereof violating the law of any jurisdiction shall, when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties hereto each warrant and agree that Lessee has not received possession of the Equipment prior to the date hereof. Intending that each and every provision of this agreement be fully effective according to its terms, the parties hereto specifically agree that the validity, enforceability and effectiveness of each provision shall be determined by the law of the state of residence or principal place of business of Lessee or Lessor or the original lessor, whichever may render each such provision effective. This agreement shall be binding upon the heirs, administrators, legal representatives and successors of Lessee.

**GUARANTORS SIGN HERE:**

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease.

\_\_\_\_\_(L.S.)\_\_\_\_\_(L.S.)  
 (Guarantor) (Guarantor)  
 \_\_\_\_\_(L.S.)\_\_\_\_\_(L.S.)  
 (Guarantor) (Guarantor)

**ASSIGNMENT TO BE EXECUTED BY LESSOR**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Lessor") hereby sells, assigns, transfers and sets over to CREDIT ALLIANCE CORPORATION and/or LEASING SERVICE CORPORATION ("Assignee"), its successors and assigns, the within Equipment Lease Agreement (the "lease") and all right, title and interest in and to the property therein described (the "Equipment"), and all rights, powers and remedies therein, including the right to collect all sums due or to become due thereon and any notes, contracts of guaranty or surety and collateral of any kind or nature which Lessor has and will have pertaining to said lease and the right either in Assignee's own name, or in Lessor's name, to take such legal proceedings or otherwise as Lessor might have taken save for this assignment; and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Lessee of any payment at its due date or of any other default by the Lessee without first requiring Assignee to proceed against said Lessee. Lessor will reimburse Assignee for all expenses not paid by Lessee, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment, Lessor hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Lessor's true and lawful attorney-in-fact and agent for Lessor and in Lessor's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Lessor at its address shown in the contract by certified mail within three (3) days of such service having been effected. Assignee may at any time, without prior notice or demand to Lessor, appropriate and apply toward the payment of any of Lessor's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections checks or instruments belonging or payable to Lessor and in Assignee's possession, and for such purposes endorse the name of Lessor on any instrument payable to Lessor. Lessor agrees that Assignee may audit Lessor's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Lessor hereon, Assignee may release any rights against, grant extensions of time payment, and compromise claims with, the Lessee or any other obligor on the lease and repossess and resell any Equipment, and Lessor waives presentment and demand for payment, protest and notice of protest as to any note or notes endorsed or hereafter to be endorsed by Lessor, and Lessor expressly waives the benefits of any present or future provisions of law which might extend the obligation of Lessor as the result of any extension obtained by the Lessee in any proceedings under any present or future provisions of law.

Lessor warrants that the lease is genuine, enforceable, the only lease executed for the Equipment, is in all respects what it purports to be, is a valid obligation arising out of the lease of the Equipment to the Lessee in the ordinary course of business, contains the entire agreement and all instruments made or given in connection with such transaction and will be paid and performed according to its terms; that all statements therein contained are true; that at the time of execution of this assignment Lessor had good title to the Equipment and the right to transfer title thereto, that the Equipment has been duly delivered and accepted in accordance with the terms of the lease, will be insured as provided in the lease and will be satisfactorily maintained, protected and will operate to the satisfaction of Lessee and Lessor will comply with all of its obligations with respect to the Equipment; that all parties to the lease have capacity to contract; that Lessor has no knowledge of any facts which impair the validity of said lease or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Lessor warrants against all liens, claims, defenses and counterclaims, real or claimed, and compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations having the force of law regarding leases, conditional sales contracts, chattel mortgages and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Lessor's request, or otherwise, shall be at Lessor's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect, or for any reason, and such omission or invalid accomplishment shall not relieve Lessor of any responsibility to Assignee. Lessor expressly represents and warrants that the lease arises out of a bona fide lease or sale in the first instance of the Equipment by Lessor to the Lessee, that title to the Equipment originated with Lessor and not with the Lessee, that prior to the execution of the lease the Lessee did not either directly or indirectly have any interest in the Equipment, that an actual delivery to and acceptance by the Lessee has been made for the Lessee's proper uses and purposes, that any advance rent or down payment was made by Lessee in cash and not its equivalent unless otherwise specifically stated in the lease, that no part thereof was loaned directly or indirectly by Lessor to the Lessee, that Lessor will not advance, give, or loan to the Lessee directly or indirectly any part of the unpaid rent or any other sum payable under the lease, that the Lessee has not and will not either directly or indirectly receive from or through Lessor any part of the consideration for this assignment and that Lessor shall be fully liable for payment of all of Lessee's obligations in the event Lessee fails to pay the Balance under the lease in full immediately upon the sale, transfer, assignment or conversion of the Equipment. Lessor shall have no authority without Assignee's prior written consent to accept collections and/or repossess and/or consent to the return of the Equipment and/or modify the terms of the lease.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment has been executed and delivered to Assignee pursuant to and in furtherance of existing agreement, if any, between Lessor and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Lessor so as to induce Assignee to accept this assignment.

Date: \_\_\_\_\_ 19\_\_\_\_\_(SEAL) } Signature of Lessor  
 \_\_\_\_\_ (Print Corporate, Partnership or Trade Name or Individual Signature)  
 \_\_\_\_\_ (Witness) } (Signature, Title of Office, "Partner" or "Proprietor")

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth,

the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated 1/21/86

between Capital Exchange Corp. as Seller/Lessor/Mortgagee,

and Timonium Chrysler-Plymouth, Inc., 10300 York Rd., Cockeysville, MD 21030

(Name) (Address) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon, on any assignment and on any contract of guaranty or surety applicable to the contract, are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. CREDIT may at any time, without prior notice to us, appropriate and apply toward the payment of any of our obligations to CREDIT, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to us and in CREDIT's possession and for such purposes endorse our name on any such instrument. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith. In the event that Credit shall grant a refund/credit of all or a portion of the charges included in the unpaid balance of the contract because of the fact that the contract shall have been pre-paid, in whole or in part, or otherwise, we will, immediately upon CREDIT's request, pay to CREDIT, in good funds, a portion of the monies realized and/or received by us arising out of the holding, owning, brokering, assigning, and/or discounting of the contract. The amount payable under the preceding sentence shall be determined by CREDIT in accordance with CREDIT's usual procedures and will be such amount as will enable CREDIT to receive, with respect to the contract, such rate of return as CREDIT would have received had the contract been paid in full in accordance with its terms, but in no event will we be liable for an amount greater than the total amount we received with respect to the contract. In the event of such prepayment or default under the contract, we hereby waive and relinquish unto CREDIT any interest that we may have in the Property and/or any monies that CREDIT may be holding for our account.

We represent and warrant that as at the day of the execution hereof (1) we know of nothing which (a) would make the contract less valuable or (b) if disclosed to CREDIT, would adversely affect CREDIT's decision to acquire the contract; and (2) the unpaid balance of the contract assigned

hereby is \$ 57,976.32 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 23rd day of July, 19 86

Capital Exchange Corp. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

Mailed to Secured Party

26

BOOK 501 PAGE 366

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 439

Page No. 140

Identification No. 238549

Dated June 25, 1981

1. Debtor(s) { Holiday Health of Glen Burnie, Inc.  
Name or Names—Print or Type  
300 E. Joppa Road Towson, Md. 21204  
Address—Street No., City - County State Zip Code

2. Secured Party { The First National Bank Of Maryland  
Name or Names—Print or Type  
25 S. Charles Street Baltimore, Md. 21201  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

Other debtor address: 7168 North Richie Highway  
Glen Burnie, Md. 21061

1050



Mailed to Secured Party

1986 AUG -6 AM 11:50  
AUBREY COLLISON  
CLERK

Dated: July 16, 1986

FIRST NATIONAL BANK OF MARYLAND

Name of Secured Party

Jackie D Sneed  
Signature of Secured Party

Loan Administration Officer  
Type or Print (Include Title if Company)

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 35,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Blumenthal, Wayson, Downs, & Offutt, P.A.	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: <u>Richard Shenos</u>
80 West Street	(Name of Loan Officer)
(Address)	18 West Street
Annapolis, Maryland 21401	(Address)
	Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

IBM PCXT 256K, 360KB Serical #'s 6389188  
 6388716  
 6472585  
 6388705  
 6389164  
 2022205

RECORD FEE 11.00  
 RECORD TAX 243.00  
 STATE .30  
 # 9000 0000 001 710437  
 86 6 26



1986 AUG -6 AM 11:50  
 E. AUBREY COLLISON  
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
(Seal)	_____ (Seal)
✓ Harry Blumenthal	_____ (Seal)
Leonard Moodis (Signature)	_____ (Signature)
(Print or Type Name)	(Print or Type Name)

Mailed to Secured Party

11500  
 2450.50

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records.
- 2.  To Be Recorded among the Financing Statement Record.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$100,000.00. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5. Debtor(s) Name(s)	Address(es)
William M. Armstrong Nancy S. Armstrong	8009 E. Old Jessup Road Jessup, Maryland 20794
6. Secured Party	Address
Equitable Bank, N.A.	100 South Charles St. Baltimore, Maryland 21210

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

8. All or a portion of the property described above is affixed or is to be affixed to on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

*[Signature]*  
 \_\_\_\_\_  
 William M. Armstrong

*[Signature]*  
 \_\_\_\_\_  
 Nancy S. Armstrong

SECURED PARTY:

Equitable Bank, N.A.

By: *[Signature]*  
 \_\_\_\_\_  
 Margaret R. Anderson  
 Assistant Vice President

Address where Collateral will be located:

8009 E. Old Jessup Road  
Jessup, Maryland 20794

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street, P.O. Box 868, Annapolis, Maryland 21404.

MWO--3

RECORDED  
ANNE ARUNDEL COUNTY

1986 AUG -7 AM 8:27

E. AUBREY COLLISON  
CLERK



*[Handwritten arrow pointing up]*  
*12.00 - 50*

BEGINNING for the same in the bed of the County Road leading from Waterloo to Annapolis and passing through Jessup in the State of Maryland at the beginning of the fourth line of the tract of land described in the deed from the Tidewater Realty Company to Philander B. Briscoe and wife, February 18, 1936 and recorded among the Land Records of Anne Arundel County in FAM 147, folio 227, which said line by survey made by S. J. Martenent and Company, Surveyors and Civil Engineers, October 29, 1920 was found to be 4 feet 10 inches Southwest of the center line of the above mentioned County Road as there laid out 40 feet wide and running thence binding on said fourth line and in the bed of said County Road South 16 degrees 37 minutes East 94 feet 4½ inches to the end of the third line of the parcel of land described in the deed from Richard D. Biggs, Assignee to Loyola Federal Savings and Loan Association May 25, 1936, recorded among the Land Records in FAM 148, folio 516, thence binding on said line reversely North 73 degrees 23 minutes East 104 feet 10 inches to an iron pipe now driven in the ground at the beginning of said line, thence for line of division still North 73 degrees 23 minutes East 60 feet 1½ inches to an iron pipe now driven in the ground in a line drawn parallel with and distant 70 feet Northeasterly from the center of the railroad siding as now constructed on the parcel of land now being described, thence binding on said line so drawn parallel with the center line of said railroad siding North 15 degrees 36 minutes West 198 feet 9½ inches to intersect the third line of the above mentioned tract of land described in said deed to Philander B. Briscoe and wife and thence binding on said line South 41 degrees 43 minutes West 198 feet 10 inches to the place of beginning. The course in the above description are referred to the magnetic meridan of the survey of 1920.

BEGINNING for the same in the bed of the County Road leading from Waterloo to Annapolis and passing through Jessup in the State of Maryland at a point in the fourth line of the tract of land described in the deed from Tidewater Realty Company to Philander B. Briscoe and wife February 18, 1936 in FAM 147, folio 227 which said fourth line by survey made by S. J. Martenent and Company, Surveyors and Civil Engineers, October 29, 1920 was found to be 4 feet 10 inches Southwest of the center line of the above mentioned County Road as there laid out 40 feet wide, said place of beginning being distant one hundred thirty seven feet 2¾ inches Southeasterly from the beginning of said fourth line, said place of beginning also the beginning of the parcel of land described in the deed from Richard D. Biggs, Assignee to Loyola Federal Savings and Loan Association May 25, 1936 in FAM 148, folio 516, and running thence binding on the first line of said last mentioned parcel of land North 73 degrees 23 minutes East 104 feet 10 inches to a pipe now driven in the ground at a point South 73 degrees 23 minutes West 2 feet 3½ inches from a stone heretofore there planted thence binding on the second line of said parcel of land North 16 degrees 37 minutes West 42 feet 10½ inches to a pipe now driven in the ground at the end of said line and at the end of the second line of the parcel of land heretofore, now or hereafter intended to be conveyed by Philander B. Briscoe and wife to Greif Bros. Cooperage Corp., thence binding on third line of the parcel of land described in said deed from Richard D. Biggs, Assignee, to Loyola Federal Savings and Loan Association, a body corporate, and also reversely on the second line of the parcel of land conveyed or intended to be conveyed to Greif Bros. Cooperage Corp. as aforesaid South 73 degrees 23 minutes West 104 feet 10 inches to the beginning of said line and to the beginning of the last line of the parcel of land described in said deed from Richard D. Biggs, Assignee, to Loyola Federal Savings and Loan Association, a body corporate, and thence binding on said last line and also on part of the above mentioned fourth line of the tract of land described in the above mentioned deed from the Tidewater Realty Company to Philander B. Briscoe and wife in the bed of the above mentioned County Road South 16 degrees 37 minutes East 42 feet 10½ inches to the place of beginning. Courses in above description referred to the magnetic meridan of the survey of 1920.

TOGETHER with all the right, title and interest of said Loyola Federal Savings and Loan Association, a body corporate, in and to the right of ingress and egress upon and over the strip of land lying between the Northwest side of the corrugated iron building which formerly stood along the third line of the above described parcel of land but which has since been torn down and the Southeast side of the frame warehouse erected on the lot next adjoining to the Northwest.

Saying and excepting so much of the property that lies in the bed of The Old State/ County Road.

BEING the same property described in a Deed dated November 30, 1979, recorded among the Land Records of Anne Arundel County at Liber 3271, folio 335 from ATLAS Materials, Incorporated, Grantor and William M. Armstrong and Nancy S. Armstrong, Grantees.

Mailed to Secured Party

MARYLAND NATIONAL BANK

### FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$ 285,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5. Debtor(s) Name(s): Holiday Point Marinas, Inc. Address(es): P.O. Box 595  
Edgewater, Maryland 21037



6. Secured Party: MARYLAND NATIONAL BANK Address: Real Estate and Mortgage Division  
 Attention: Charles S. Fitzgerald 10 Light Street  
 Fifth Floor  
 Baltimore, Maryland 21202

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 29, 19 86 from Debtor(s) to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):  
Holiday Point Marinas, Inc.

BY: Frederick H. Mershon, Jr. (SEAL)  
 President  
Michael J. Dancy (SEAL)

Secured Party:  
 MARYLAND NATIONAL BANK  
 By: Charles S. Fitzgerald (SEAL)  
 Assistant Vice President  
 Type name and title

Mr Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1986 AUG -7 AM 11:23

AUBREY COLLISON  
CLERK

12-08-86

Legal Description

BOOK 501 PAGE 371

Parcels A & B

Holiday Point Marinas, Inc.

Parcel A

BEGINNING at a point formed by the northeasterly right-of-way line of Beach Drive Boulevard, 35' wide, with the mean high water line of Selby Bay, thence running, (1) N 52° 08' 34" W 232.95' to an iron rod with cap set at the southeast corner of Lot 50 as shown on a plat recorded in the Land Records of Anne Arundel County, Maryland in Plat Book 8, folio 18, thence running, (2) leaving said Beach Drive Boulevard and running along the southeasterly line of said Lot 50, N 37° 51' 26" E 140.00' to an iron rod with cap set on the southwesterly right-of-way line of Montague Drive, thence running, (3) leaving said Lot 50 and running along the said right-of-way of Montague Drive, S 52° 08' 34" E 205.00' to an iron rod with cap set at the southeasterly terminus of Montague Drive, thence running, (4) along the southeasterly end of Montague Drive N 37° 51' 26" E 50.00' to an iron rod with cap set on the northeasterly right-of-way line of Montague Drive, thence running, (5) N 52° 08' 34" W 255.00' to an iron rod with cap set on the southeasterly right-of-way line of Parkway Drive, thence running, (6) the following two courses along said right-of-way line of Parkway Drive, N 37° 51' 26" E 155.00' to an iron rod with cap set, thence running, (7) N 24° 08' 26" E 83.71' to the mean high water line of Selby Bay passing over an iron rod with cap set 68.55' from the beginning of said course, thence running, (8) in a general southeastward direction the following twelve courses along the mean high water line of Selby Bay, S 55° 40' 26" E 25.92', thence running, (9) N 39° 13' 10" E 63.94', thence running, (10) S 28° 51' 33" W 74.08', thence running, (11) S 37° 16' 46" E 40.98', thence running, (12) S 07° 34' 26" W 53.88', thence running, (13) 07° 29' 48" E 56.48', thence running, (14) S 18° 41' 54" W 31.66', thence running, (15) S 14° 55' 05" E 109.69', thence running, (16) S 28° 31' 18" E 156.97', thence running, (17) S 29° 51' 30" W 72.43', thence running, (18) S 86° 41' 46" W 104.11', thence running, (19) S 73° 50' 24" W 27.86' to the point and place of beginning. CONTAINING 1.8 acres, plus or minus.

THE ABOVE DESCRIBED parcel of land is intended to be all of Parcel A as shown on a survey entitled "Survey Parcel A & B Holiday Point Marinas, Inc." as prepared by Andrews, Miller & Assoc., Inc., July 8, 1986.

## Holiday Point Marinas, Inc.

## Parcel B

July 8, 1986

BEGINNING at an iron pipe found at the southwesterly corner of Lot 30, Block K as shown on a Plat 3, Selby on the Bay and recorded among the Land Records of Anne Arundel County, Maryland in Plat Book 7, folio 43, thence running, (1) along the southwesterly line of Lots 30, 31, 32, 33, and 34 in said Block K to the southwest corner of Lot 35, S 44° 48' 04" E 243.11' to an iron rod with cap set, thence running, (2) along the southerly line of Lots 35, 36, and 37 S 66° 46' 24" E 157.58' to an iron rod with cap set, thence running, (3) along the southwesterly line of Lots 38, 39 and 40 S 52° 08' 34" E 128.30' to the southerly corner of Lot 40, thence running, (4) along the southeasterly line of said Lot 40, N 37° 51' 26" E 120.00' to the southwesterly right-of-way line of Beach Drive Boulevard, 30' wide, thence running (5) S 52° 08' 34" E 287.54' to a point on the mean high water line of Selby Bay passing over an iron rod with cap set 20' reversely from the end of said course, thence running, (6) along the meanderings of the mean high water line of Selby Bay in a generally southwestward direction S 73° 50' 24" W 22.65' to a point, thence running, (7) N 30° 00' 30" W 19.98' to the northeast corner of a timber bulkhead, thence running, (8) the following fifteen courses along said timber bulkhead S 53° 56' 36" W 82.90' to a point, thence running, (9) S 56° 07' 08" W 60.94', thence running, (10) N 33° 52' 52" W 25.00', thence running (11) S 53° 33' 45" W 21.20', thence running, (12) S 35° 33' 14" E 25.00', thence running, (13) S 54° 26' 46" W 61.92', thence running, (14) 53° 10' 19" W 81.15', thence running, (15) N 48° 22' 45" W 28.62', thence running, (16) N 10° 16' 09" E 43.00', thence running, (17) S 83° 50' 05" W 38.00', thence running, (18) N 01° 51' 15" E 83.95', thence running, (19) N 81° 32' 56" W 14.12', thence running, (20) N 06° 33' 14" W 33.16', thence running, (21) N 82° 59' 23" W 16.20', thence running, (22) S 63° 51' 12" W 268.85' to the end of the timber bulkhead, thence running, (23) along the mean high water line of Selby Bay the following six courses N 71° 35' 09" W 8.11', thence running, (24) S 21° 35' 06" W 34.66', thence running, (25) S 80° 26' 15" E 26.16', thence running, (26) S 43° 15' 03" W 101.07', thence running, (27) S 16° 00' 06" W 64.17', thence running, (28) S 06° 19' 27" E 40.51' to a point on the northwesterly lines of the lands of Vinton T. Bull as recorded in the Land Records of Anne Arundel County, Maryland, in Liber 2432, folio 422, thence running, (29) S 39° 46' 16" W 426.05' to an iron rod with cap set on the northeasterly line of the lands of Claude L. Dixon, et. al. as recorded in the aforesaid Land Records, in Liber 1665, folio 150

Legal Description  
Parcel B  
Page 2

BOOK 501 PAGE 373

passing over an iron rod with cap set 16.09' from the beginning of said course, thence running, (30) along the northeasterly line of said Dixon, N 66° 08' 18" W 261.15' to the southeasterly side of a 15' right-of-way as recorded in the aforesaid Land Records in Liber JHH 633, folio 11, thence running, (31) leaving said lands of Dixon and running the following two courses along the southeasterly edge of said right-of-way N 31° 17' E 208.39' to an iron rod with cap set, thence running, (32) N 23° 54' 54" E 114.77' to an iron pipe found, thence running, (33) crossing said 15' right-of-way and running along the northeasterly line of the lands of John P. King as recorded in the aforesaid Land Records in Liber 2372, folio 403 N 49° 49' 12" W 348.17' to an iron pipe found on the southeasterly right-of-way line of Winding Road, thence running, (34) along said right-of-way line of Winding Road N 42° 27' 53" E 402.28' to an iron pipe found on the southwesterly line of the lands of Arthur D. Heath, Jr. as recorded in the aforesaid Land Records in Liber 2638, folio 105, thence running, (35) along the lands of said Heath the following four courses, S 40° 04' 44" E 151.69' to an iron pipe found, thence running, (36) N 16° 34' 21" E 214.91' to an iron pipe found, thence running, (37) S 70° 01' 11" E 141.35' to an iron pipe found, thence running, (38) N 14° 40' 53" E 92.97' to the point and place of beginning. CONTAINING 12.4 acres plus or minus.

THE ABOVE DESCRIBED parcel of land is intended to be all of Parcel B as shown on a survey entitled "Survey Parcels A & B Holiday Point Marina, Inc." as prepared by Andrews, Miller & Assoc., Inc., July 8, 1986.

TOGETHER with a right-of-way to Old Mayo Road as recorded in the Land Records of Anne Arundel County, Maryland, in Liber JHH 633, folio 11.

SUBJECT TO two right-of-ways recorded in the aforesaid Land Records in Liber JHH 633, folio 11 and Liber GW 90, folio 112.

CRWjr/pjv

Mailed to Secured Party









501 378  
CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 435 Page No. 488  
Identification No. 237185 Dated 3/26/81

1. Debtor(s) { John J. Dawson, Jr. and Joyce V. Dawson  
Name or Names—Print or Type  
514 Marion Rd., Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECEIVED SE 15.00  
POSTAGE .50  
47780 CMS RM 110:13  
AUG 7 86

<p><b>A. Continuation</b> ..... <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>Termination</b></p>

D. E. CLERK

CR CLERK

1986 AUG -7 AM 11:26

ADDRESS COLLISION

Dated: JUL. 21 1986 Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

1350

CROSS INDEXED IN LAND RECORDS  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 441 Page No. 313  
Identification No. 239448 Dated 8/28/81

1. Debtor(s) { Arturo S. Saclolo, Sr. and Mary H. Saclolo  
Name or Names—Print or Type  
7889 Huguenot Ct., Severn, MD 21144  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

SECURITY FEE 13.00  
RECORD FEE .50  
AUG 28 1981 0345 PM 110:14  
AS 7 86

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

Dated: JUL 21 1986  
Sears, Roebuck and Company  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

D. E. CLERK  
CR CLERK  
1986 AUG -7 AM 11:26  
E. AUDREY COLLISON  
CLERK

Mailed to Secured Party  
Mailed to Secured Party 1350

CROSS INDEXED IN LAND RECORDS  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 455

Page No. 295

Identification No. 244771

Dated 10/26/82

1. Debtor(s) { Charles R. Linderborn, Sr. and Normalee Linderborn  
Name or Names—Print or Type  
7619 Paradise Beach Ave., Pasadena, MD 21122  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party

{ Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
17132 035 801 110114  
85 7 86

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  <b>Termination</b></p>

Mailed to Secured Party

CLERK  
D. E.

CR  
CLERK

1986 AUG -7 11:26

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Dated: JUL. 21 1986

Sears, Roebuck and Company  
Name of Secured Party

J.D. Althouse  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

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CROSS INDEXED IN LAND RECORDS  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 434 Page No. 335  
Identification No. 236732 Dated 2/20/81

1. Debtor(s) { Joseph P. and Marie A. McCartan  
Name or Names—Print or Type  
493 Greenwood St., Odenton, MD 21113  
Address—Street No., City - County State Zip Code

MAIL TO: { Sears, Roebuck and Company  
2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
POSTAGE .50  
TOTAL FEE 13.50  
AUG 7 86

<p><b>A. Continuation</b> ..... <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> ..... <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> ..... <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> ..... <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;"><b>Termination</b></p>

Mailed to Secured Party

D. E. CLERK

CR CLERK

1986 AUG -7 AM 11:26

E. AUDREY COLLISON CLERK

Dated: JUL. 21 1986 Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1350

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CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Liber 436

Page No. 244

Identification No. 237413

Dated 4/13/81

1. Debtor(s) { Edward M. Druen, Jr., and Garnetta R. Druen  
 Name or Names—Print or Type  
427 Ayrilawn Dr., Millersville, MD 21108  
 Address—Street No., City - County State Zip Code

**MAIL TO:** { Sears, Roebuck and Company  
 2. Secured Party Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
 Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 13.00  
 JUSTICE 50  
 1986 AUG 01 10:15  
 AUG 7 86

<p>A. Continuation <input type="checkbox"/>          The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/>          From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/>          The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/>          (Indicate whether amendment, termination, etc.)   <b>Termination</b></p>

D. E. CLERK

CR CLERK

Mailed to Secured Party

1986 AUG -7 AM 11:26  
 J. D. ALTHOUSE

Dated: JUL. 21 1986

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
 Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
 Type or Print (Include Title if Company)

1350

1350

TO BE

**CROSS INDEXED**  
IN  
LAND RECORDS

SUBJECT TO

RECORDING TAX  
ON PRINCIPAL  
AMOUNT OF

NOT TO BE

NOT SUBJECT TO

\$ \_\_\_\_\_

**FINANCING STATEMENT**

JOHN A. JONES.

Name or Names—Print or Type

522 WIMMER RD. GLEN BURNIE, MD. 21061.

Address—Street No., City - County State Zip Code

1. Debtor(s):

Name or Names—Print or Type

Address—Street No., City - County State Zip Code

SEARS, ROEBUCK & COMPANY.

2. Secured Party:

Name or Names—Print or Type

6650 N. RITCHIE HWY. GLEN BURNIE, MD. 21061.

Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Kitchen Cabinets, custom countertop. Self Installed.  
& Sink / faucet.

RECORDED RE 13.00  
INDEXED 7.50  
TOTAL \$20.50  
OFFICE USE ONLY T10716  
AUG 7 86

4. If above described personal property is to be affixed to real property, describe real property.

Residential Dwelling at: 522 Wimmer Rd  
Glen Burnie, Md. 21061.

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

John A. Jones  
(Signature of Debtor)

JOHN A. JONES  
Type or Print

(Signature of Debtor)

Type or Print

Sears, Roebuck and Company

(Company, if applicable)

(Signature of Secured Party)

J. D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

D. E. CLERK

CR CLERK

1966 AUG -7 AM 11:26

ALTHEUSE COLLISON CLERK

TO THE FILING OFFICER: After this statement has been recorded please mail the same to: 21207  
6901 Security Blvd., Baltimore, Maryland

**MAIL TO:**

Name and Address \_\_\_\_\_

13-50

AA Co.

TO BE } CROSS INDEXED } RECORDING TAX  
 NOT TO BE } IN } ON PRINCIPAL  
 LAND RECORDS } } AMOUNT OF  
 \$ \_\_\_\_\_  
 SUBJECT TO }  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s): LARRY C. VELTEN  
 Name or Names—Print or Type  
5 SUNSET CIR. PASADENA AA Co MD 21122  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
KATHLEEN M. VELTEN  
5 SUNSET CIR PASADENA AA Co MD 21122  
 Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & Co  
 Name or Names—Print or Type  
6650 N. RITCHIE HY. GLEN BURNIE AA Co MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary)

REPLACEMENT VINYL WINDOWS

RECORD FEE 15.00  
POSTAGE .50

4. If above described personal property is to be affixed to real property, describe real property.

1986 AUG 7 11:17 AM  
AUG 7 1986

5. If collateral is crops, describe real estate.  
RESIDENTIAL DWELLING  
5 SUNSET CIR PASADENA MD 21122

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Larry C. Velten  
(Signature of Debtor)

LARRY C. VELTEN  
Type or Print

Kathleen M. Velten  
(Signature of Debtor)

KATHLEEN M. VELTEN  
Type or Print

SEARS ROEBUCK & Co  
(Company, if applicable)

J. D. Althouse  
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: 6901 Security Blvd., Baltimore, Maryland 21207  
Name and Address

D.E. CLERK  
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 SUBJECT COLLISION  
 CLERK

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AA Co.  
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TO BE } **CROSS INDEXED** }  SUBJECT TO } RECORDING TAX  
 NOT TO BE } **IN** }  NOT SUBJECT TO } ON PRINCIPAL  
 LAND RECORDS } } AMOUNT OF  
 \$ \_\_\_\_\_

**FINANCING STATEMENT**

John K. Swann  
 Name or Names—Print or Type  
419 Shipley Rd. Linthicum, Md. 21091  
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Phyllis V. Swann  
 Name or Names—Print or Type  
419 Shipley Rd. Linthicum, Md. 21091  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co.  
 Name or Names—Print or Type  
1650 Ritchie Hwy Glen Burnie, Md. 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

Aluminum trim

RECORD FEE 15.00  
 FEE .50  
 11:17  
 7 86

4. If above described personal property is to be affixed to real property, describe real property.

419 Shipley Rd.  
Linthicum, Md. 21091

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

John K. Swann  
 (Signature of Debtor)

JOHN K. SWANN  
 Type or Print

Sears Roebuck & Co.  
 (Company, if applicable)

Phyllis V. Swann  
 (Signature of Debtor)

PHYLLIS V. SWANN  
 Type or Print

[Signature]  
 (Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

**MAIL TO:** Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to Secured Party

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SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

JAMES F. CONNELL  
Name or Names—Print or Type

5509 MOORE ST BALTIMORE, AA, MD 21225  
Address—Street No., City - County, State Zip Code

EDITH S. CONNELL  
Name or Names—Print or Type

5509 MOORE ST BALTIMORE AA, MD 21225  
Address—Street No., City - County, State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO  
Name or Names—Print or Type

6650 RITCHIE HWY GLEN BORNIE, AA, MD 21021  
Address—Street No., City - County, State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary). INSTALLED: 5 GLASS BLOCK WINDOWS, 12 DOUBLE HUNG REPLACEMENT WINDOWS, TWO STEEL ENTRY DOOR, 25 YEAR PRO-RATED ROOF

4. If above described personal property is to be affixed to real property, describe real property. SINGLE FAMILY DWELLING 5509 MOORE ST BALTIMORE, AA, MD 21225

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

James F. Connell  
(Signature of Debtor)

JAMES F. CONNELL  
Type or Print

Edith S. Connell  
(Signature of Debtor)

EDITH S. CONNELL  
Type or Print

SECURED PARTY:

SEARS ROEBUCK & CO  
(Company, if applicable)

[Signature]  
(Signature of Secured Party)

J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

MAIL TO: TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

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AA Co.  
2

CR. CLAIM

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D. E. CLERK

AUBREY L. COLLISON  
CLERK

# Financing Statement

BOOK 501 PAGE 387

<p>To:</p> <p><input type="checkbox"/> State Corporation Commission</p> <p><input type="checkbox"/> Clerk of the _____ Court,</p> <p><b>CROSS INDEX</b></p> <p><input checked="" type="checkbox"/> in Land Records - _____ to Public Records</p> <p>Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached.</p> <p style="text-align: center;"><b>SEARS, ROEBUCK AND CO.</b></p>	<p>File No. <span style="float: right;">263162</span></p> <p>Subject to Recordation Tax:</p> <p>Yes _____ No <u>X</u></p>
--	---

Name of Debtor <u>Margaret Shaffer Thomas Shaffer</u>	Complete Address of Debtor <u>12 Carole Court Severna Park md</u>
--	--

Secured Party **SEARS, ROEBUCK AND CO.**  
Unit address \_\_\_\_\_

This Financing Statement covers the following property:

Full description of merchandise and services:

Customer is buying Vinyl - 3402-526 12x5

Customer is buying Carpet 7622-623 Super 70 Duxy Ap,

7252-583 12x13 1/2 Spring magic/cinnamon, 7612-778 12x18 1/2

Super 57 Royal Smoke. Customer will pick up

merchandise at store 2024.

Total Cash price	\$ <u>2637.51</u>
Finance Charges if any	\$ _____
Total Secured Amount	\$ <u>2637.51</u>

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

(If collateral is goods which are or are to become fixtures)

The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):

Name Margaret Shaffer Name Thomas Shaffer

BIK.# \_\_\_\_\_ LOT# \_\_\_\_\_ Address 12 Carole Court Severna Park md

(If collateral is crops)

The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207

<p>Signature of Debtor</p> <p>1. Signature <u>Margaret K. Shaffer</u></p> <p>print above name <u>Margaret Shaffer</u></p> <p>2. Signature <u>T. Shaffer</u></p> <p>print above name <u>THOMAS SHAFER</u></p>	<p>Signature of Secured Party</p> <p><b>SEARS, ROEBUCK AND CO.</b></p> <p>Mailed to Secured Party</p> <p>By <u>[Signature]</u></p> <p>Title <u>J. D. Althouse - Credit Central Oper. Mgr.</u></p>
--	---

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

1350 1600 AA 2

263163

TO BE } **CROSS INDEXED** } RECORDING TAX  
 NOT TO BE } **IN** } ON PRINCIPAL  
 LAND RECORDS }  SUBJECT TO } AMOUNT OF  
 NOT SUBJECT TO } \$ \_\_\_\_\_

**FINANCING STATEMENT**

Roy R. Rolig  
 Name or Names—Print or Type  
431 Greenwood Rd Linthicum 21090  
 Address—Street No., City - County State Zip Code

1. Debtor(s):

Mary L. Rolig  
 Name or Names—Print or Type  
431 Greenwood Rd Linthicum  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Seary Tee Reebuck & Co.  
 Name or Names—Print or Type  
6650 Ritchie Hwy Glen Burnie, Md 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

*Blown in insulation*

4. If above described personal property is to be affixed to real property, describe real property.

*431 Greenwood Rd 21090*

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Roy R Rolig  
 (Signature of Debtor)  
Roy R. Rolig  
 Type or Print  
 Mary L. Rolig  
 (Signature of Debtor)  
MARY L. Rolig  
 Type or Print

Seary Tee Reebuck & Co.  
 (Company, if applicable)  
[Signature]  
 (Signature of Secured Party)  
J. D. Althouse—Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

D. E. CLERK

D. E. CLERK

Mailed to Secured Party

1986 AUG - 7 AM 11:26

E. ALTHOUSE COLLISION

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TO BE } **CROSS INDEXED** } RECORDING TAX  
 IN }  SUBJECT TO } ON PRINCIPAL  
 LAND RECORDS }  NOT SUBJECT TO } AMOUNT OF  
 NOT TO BE } \$ \_\_\_\_\_

**FINANCING STATEMENT**

**1. Debtor(s):**  
RICHARD E. SEIFERT  
 Name or Names—Print or Type  
804 222<sup>ND</sup> ST PASADENA AA, MD 21122  
 Address—Street No., City - County State Zip Code  
  
LINDA C. SEIFERT  
 Name or Names—Print or Type  
804 222<sup>ND</sup> ST PASADENA AA, MD 21122  
 Address—Street No., City - County State Zip Code  
  
**2. Secured Party:**  
SEARS, ROEBUCK & CO  
 Name or Names—Print or Type  
6650 RITCHIE HWY GLENBORNE AA, MD 21061  
 Address—Street No., City - County State Zip Code

**3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).**  
 INSTALLED CENTRAL AIR CONDITIONING  
 AND HUMIDIFIER  
 RECORD FEE 15.00  
 POSTAGE .50  
 REFRUIT 110.20  
 AUG 7 86

**4. If above described personal property is to be affixed to real property, describe real property.**  
 SINGLE FAMILY DWELLING  
 804 222nd St. Pasadena MD 21122

**5. If collateral is crops, describe real estate.**

**6. Proceeds of collateral**  are  are not covered.  
**7. Products of collateral**  are  are not covered.

**DEBTOR(S):**  
Richard E. Seifert  
 (Signature of Debtor)  
RICHARD E SEIFERT  
 Type or Print  
Linda C Seifert  
 (Signature of Debtor)  
LINDA C. SEIFERT  
 Type or Print

**SECURED PARTY:**  
SEARS, ROEBUCK & CO  
 (Company, if applicable)  
[Signature]  
 (Signature of Secured Party)  
J. D. Althouse—Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

CR CLERK  
 D. E. CLERK  
 1986 AUG - 7 AM 11:26  
 E. AUBREY COLLISON  
 CLERK

**MAIL TO:** To THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to Secured Party

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 AA Co.  
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TO BE } CROSS INDEXED  
 NOT TO BE } IN LAND RECORDS

SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT SUBJECT TO }

FINANCING STATEMENT

1. Debtor(s):

Robt. C. McCracken  
Name or Names—Print or Type

206 Juniper Rd. Glen Burnie Md 21061  
Address—Street No., City - County State Zip Code

L.M. McCracken  
Name or Names—Print or Type

206 Juniper Rd. Glen Burnie Md. 21061  
Address—Street No., City - County State Zip Code

2. Secured Party:

Sears Roebuck & Co.  
Name or Names—Print or Type

6650 Ritchie Hwy - Glen Burnie, Md 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

FURNACE, CAC, humidifier.

RECORD FEE 15.00  
11 21 92 011 110 21  
AUG 7 1986

4. If above described personal property is to be affixed to real property, describe real property.

206 Juniper Rd  
Glen Burnie, Md

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

Robert C. McCracken  
(Signature of Debtor)

SECURED PARTY:

Sears Roebuck & Co.  
(Company, if applicable)

Louis M. McCracken  
(Signature of Debtor)

J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21237

D.E. CLERK  
CR. CLERK  
1986 AUG -7 AM 11:26  
E. AUGHEY COLLISON  
CLERK

Mailed to Secured Party

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AA Co.  
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TO BE  NOT TO BE } CROSS INDEXED IN LAND RECORDS }  SUBJECT TO  NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s): CHARLES G. SILLAMMAN  
Name or Names—Print or Type  
1028 MILLERS CIR CROWNSVILLE AACo MD 21032  
Address—Street No., City - County State Zip Code

CATHERINE J SILLAMMAN  
Name or Names—Print or Type  
1028 MILLERS CIR CROWNSVILLE AACo MD 21032  
Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & Co.  
Name or Names—Print or Type  
6650 N. RITCHIE Hy. GLEN BURNIE AACo MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

KITCHEN CABINETS  
RANGE  
COUNTERTOP  
REFRIGERATOR

RECORD FEE 15.00  
POSTAGE .50  
MAY 14 11:01 AM '86  
MAY 7 1986

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING  
1028 MILLERS CIR. CROWNSVILLE, AACo. MD.  
21032

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

Charles G Sillaman  
(Signature of Debtor)

CHARLES G. SILLAMMAN  
Type or Print

SEARS ROEBUCK & Co.  
(Company, if applicable)

Catherine J Sillaman  
(Signature of Debtor)

CATHERINE J. SILLAMMAN  
Type or Print

J. D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

CR CLERK  
Mailed to Secured Party  
1986 AUG -7 AM 11:26  
E. ALDRED COLLISON  
CLERK

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ON PRINCIPAL  
AMOUNT OF  
\$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

GARY L. HANNEBOHN  
Name or Names—Print or Type  
2312 MAYTINE DR. GAMBRIELS AACC MD 21054  
Address—Street No., City - County State Zip Code

MITZI L. HANNEBOHN  
Name or Names—Print or Type  
2312 MAYTINE DR. GAMBRIELS AACC MD 21054  
Address—Street No., City - County State Zip Code

2. Secured Party:

SEARS ROEBUCK & CO.  
Name or Names—Print or Type  
6650 N. RICHIE HY GLEN BURNIE AACC MD 21061  
Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

KITCHEN CABINETS  
COUNTERTOP  
DISHWASHER

RECORDING FEE 15.00  
FILING FEE 50  
11:05 AM 11:22  
AUG 7 86

4. If above described personal property is to be affixed to real property, describe real property.

RESIDENTIAL DWELLING

5. If collateral is crops, describe real estate.

2312 Maytine Dr. Gambriels AACC MD 21054

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):

SECURED PARTY:

*Gary L. Hannebohn*  
(Signature of Debtor)  
GARY L. HANNEBOHN  
Type or Print  
*Mitzi L. Hannebohn*  
(Signature of Debtor)  
MITZI L. HANNEBOHN  
Type or Print

*SEARS ROEBUCK & CO.*  
(Company, if applicable)  
*J. D. Althouse*  
(Signature of Secured Party)  
J. D. Althouse—Credit Central Oper. Mgr.  
Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

MAIL TO: Name and Address 6901 Security Blvd., Baltimore, Maryland 21207

Mailed to Secured Party  
D.E. CLEAR  
CF CLEAR  
1985 AUG -7 AM 11:26  
E. ADAMS & COLLISON  
CLERK

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TO BE  NOT TO BE } **CROSS INDEXED** IN LAND RECORDS }  SUBJECT TO  NOT SUBJECT TO } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

**FINANCING STATEMENT**

1. Debtor(s): Loy W. Cassell  
 Name or Names—Print or Type  
507 DARLENE AVE. LINTHICUM AA Co MD 21090  
 Address—Street No., City - County State Zip Code

GERARDINE C. CASSELL  
 Name or Names—Print or Type  
507 DARLENE AVE. LINTHICUM AA Co MD 21090  
 Address—Street No., City - County State Zip Code

2. Secured Party: SEARS ROEBUCK & Co.  
 Name or Names—Print or Type  
6650 N. RITCHIE HY. GLEN BURNIE AA Co. MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
KITCHEN CABINETS 15.00  
COUNTER TOP .50  
GAS RANGE  
DISHWASHER 110.24  
 7.86

4. If above described personal property is to be affixed to real property, describe real property.  
RESIDENTIAL DWELLING  
507 DARLENE AVE. LINTHICUM, MD. AA Co.  
 21090

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

DEBTOR(S): [Signature] (Signature of Debtor)  
LOY W. CASSELL (Type or Print)

SECURED PARTY: [Signature] (Signature of Secured Party)  
J. D. Althouse—Credit Central Oper. Mgr. (Type or Print (Include title if Company))

GERARDINE C. CASSELL (Type or Print)

**MAIL TO:** TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 Name and Address 6901 Security Blvd., Baltimore, Maryland

1550  
 AA Co. 1530  
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TO BE } CROSS INDEXED } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_  
 NOT TO BE } IN LAND RECORDS }  SUBJECT TO }  
 NOT TO BE }  NOT SUBJECT TO }

**FINANCING STATEMENT**

1. Debtor(s):  
 CHARLES E. WOLF SR.  
 Name or Names—Print or Type  
 414 ROGERS AVE. GLEN BURNIE, MD 21061  
 Address—Street No., City - County State Zip Code

MARY J. WOLF  
 Name or Names—Print or Type  
 414 ROGERS AVE. GLEN BURNIE, MD 21061  
 Address—Street No., City - County State Zip Code

2. Secured Party:  
 SEARS ROEBUCK & COMPANY  
 Name or Names—Print or Type  
 6650 N. RITCHIE HWY. GLEN BURNIE, MD 21061  
 Address—Street No., City - County State Zip Code

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).  
 Installed Kitchen Cabinets, Custom countertop and related kitchen appliances as per Estimate and Proposal

4. If above described personal property is to be affixed to real property, describe real property.  
 Residential Dwelling at: - 414 ROGERS AVE GLEN BURNIE, MD 21061. 15.00  
 .50  
 817108 CITI 001 T10124

5. If collateral is crops, describe real estate.

6. Proceeds of collateral  are  are not covered.

7. Products of collateral  are  are not covered.

DEBTOR(S):  
 x Charles E. Wolf Sr.  
 (Signature of Debtor)  
 CHARLES E. WOLF SR.  
 Type or Print

SECURED PARTY:  
 Sears, Roebuck and Company  
 (Company, if applicable)  
 x Mary J. Wolf  
 (Signature of Debtor)  
 MARY J. WOLF  
 Type or Print

J. D. Althouse-Credit Central Oper. Mgr.  
 (Signature of Secured Party)  
 J. D. Althouse-Credit Central Oper. Mgr.  
 Type or Print (Include title if Company)

**MAIL TO:** TO THE FILING OFFICER: After this statement has been recorded please mail the same to:  
 6901 Security Blvd., Baltimore, Maryland 21207  
 Name and Address

CR CLERK  
 RECEIVED FOR RECORD  
 CIRCUIT COURT, BALTIMORE COUNTY  
 1986 AUG -7 AM 11:26  
 E. AUBREY COLLISON  
 CLERK

Mailed to Secured Party

1550.  
 AA 6. 1550  
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BOOK 501 PAGE 395

# Financing Statement

263170

To:

State Corporation Commission

Clerk of the \_\_\_\_\_ Court,

**CROSS INDEX:**

in Land Records - \_\_\_\_\_ to Public Records

Please file this Financing Statement pursuant to the Uniform Commercial Code. Kindly send up a receipt as evidence of filing indicating the File Number thereon. Filing fee attached.

SEARS, ROEBUCK AND CO.

File No. \_\_\_\_\_

Subject to Recordation Tax:

Yes \_\_\_\_\_ No X

Name of Debtor: STEPHEN JONES CAROL JONES

Complete Address of Debtor: 757 STINECOMB RD ANNAPOLIS MD 21402

Secured Party: **SEARS, ROEBUCK AND CO.**

Unit address: 30 PAROLE PLAZA ANNAPOLIS MD 21401

This Financing Statement covers the following property:

Full description of merchandise and services:

REPLACEMENT WINDOWS

INSTALLATION

RECORDING FEE 15.00

ADVISOR .50

STATE OF MARYLAND 710.21

MAY 7 1986

Total Cash price \$ 2649.93

Finance Charges if any \$ \_\_\_\_\_

Total Secured Amount \$ 2649.93

Proceeds and products of the above collateral and any returned or repossessed goods are also covered.

(If collateral is goods which are or are to become fixtures)

The above described goods are affixed or to be affixed to (describe real estate and give names of owners of record):

Name STEPHEN JONES Name CAROL JONES

BIK.# 00016 LOT# 00007 Address 757 STINECOMB RD ANNAPOLIS MD 21402

(If collateral is crops)

The above listed crops are growing or are to be grown on (describe real estate and give names of owners of record):

**MAIL TO:** 6901 Security Blvd., Baltimore, Maryland 21207

Signature of Debtor

1. Signature [Signature]

print above name STEPHEN JONES

2. Signature [Signature]

print above name CAROL JONES

Signature of Secured Party

SEARS, ROEBUCK AND CO.

By [Signature]

Title J. D. Althouse - Credit Central Oper. Mgr.  
Credit Sales Manager

Top Copy - Office Second Copy - Office Third Copy - Customer (Original Signature on #1 and #2 Copy)

Mailed to Secured Party

1986 AUG -7 AM 11:26

1550

1550

AA 2

FINANCING STATEMENT

203171

1. Name of Debtor: RIVA LIMITED PARTNERSHIP  
2661 Riva Road, Suite 420  
Annapolis, Maryland 21401

2. Name of Secured Party: MARYLAND NATIONAL BANK  
Address: Real Estate Department  
Construction Finance Section  
10 Light Street  
Baltimore, Maryland 21202

3. This Financing Statement covers the following types (or items) of property:

(a) The interest of Debtor in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated July 31, 1986 from Debtor to Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Baltimore County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are in existence or hereafter created and the proceeds thereof.

(c) All general intangibles, actions and rights in actions with respect to the real and personal property described in the Deed of Trust, including, but not limited to, all rights to insurance and condemnation proceeds.

(d) Proceeds and products of all collateral are covered.

4. Recordation tax on the principal sum of \$1,750,000 has been paid to the Clerk of the Circuit Court of Baltimore County, Maryland upon recording of the Deed of Trust.

G.L.

RECORDED  
1986 AUG -7 AM 11:27  
E. AUDREY COLLISON  
CLERK

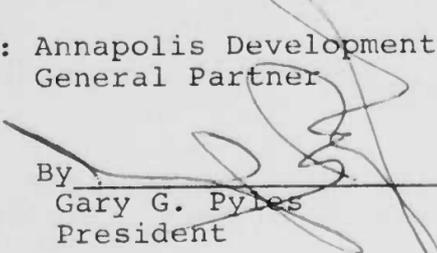
14  
88

REC'D FEE 14.00  
50  
AUG 7 86

Debtor:

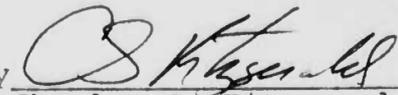
RIVA LIMITED PARTNERSHIP

By: Annapolis Development Corp.,  
General Partner

By:  (SEAL)  
Gary G. Pyles  
President

Secured Party:

MARYLAND NATIONAL BANK

By:   
Charles S. Fitzgerald

Mr. Clerk: Return to Miles & Stockbridge  
10 Light Street  
Baltimore, Maryland 21202  
ATTN: Jeffrey H. Seibert, Esquire

RECORD AS FOLLOWS:

1. IN THE FINANCING STATEMENT RECORDS OF ANNE ARUNDEL COUNTY, MARYLAND
2. IN THE FINANCING STATEMENT RECORDS OF BALTIMORE COUNTY, MARYLAND
3. WITH THE MARYLAND STATE DEPARTMENT OF ASSESSMENTS AND TAXATION

BOOK 501 PAGE 398

EXHIBIT A

PROPERTY DESCRIPTION

ALL that tract or parcel of land located in the County of Baltimore, State of Maryland, and more particularly described as follows:

BEING KNOWN AND DESIGNATED as Lot 2, on the Plat entitled, "FIRST AMENDED PLAT, JANUARY 28, 1986, RESUBDIVISION OF ROBERT M. PIERPONT PROPERTY, RECORDED IN PLAT BOOK 46 PAGE 54, LOT 1, LOT 2 AND LOT 3", which Plat is recorded among the Land Records of Baltimore County, Maryland, in Plat Book 54, page 43. Containing 2.0001 acres.

BEING the same property which by Deed dated March 19, 1986, and recorded among the Land Records of Baltimore County, Maryland, in Liber 7121, folio 738, was conveyed by Robert M. Pierpont, individually and as Trustee under the Will of Elva O. Pierpont, unto Riva Limited Partnership, a Maryland limited partnership.

TOGETHER WITH a ten (10) foot drainage easement as described in a Deed of Easement and Agreement between Liberty West Apartments Limited Partnership and Riva Limited Partnership, dated January 20, 1986, and recorded among the Land Records of Baltimore County, Maryland, in Liber 7121, folio 740.

*Mailed to Secured Party*

203172

BOOK 501 PAGE 399

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Omega Yacht Sales & Charters  
410 Severn Avenue #306  
Annapolis, MD 21403-2518

2. Secured Party(ies) and address(es)  
General Service Leasing, Inc.  
P. O. Box 911  
Beltsville, MD 20705

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

One Konica/Royal 1803ZMR Copier Serial # 9831581

RECORD FEE 11.00  
119705 045 001 110:34  
AUG 7 86

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered;  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

Filed with: No full or partial recordation taxes

Omega Yacht Sales & Charters

General Service Leasing, Inc.

By: Jack J. Roden  
Signature(s) of Debtor(s)

By: A.P. Gamble  
Signature(s) of Secured Party(ies)

Jack J. Roden, President  
(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

Mailed to Secured Party



1966 AUG-7 AM 11:27  
119705 045 001 110:34  
AUG 7 86

203173

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax, Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

DEBTOR

\_\_\_\_\_  
 Video Showplace, Inc. (Name)  
 4151 Lake Shore Plaza  
 \_\_\_\_\_ (Address)  
 Pasadena, Maryland 21122

SECURED PARTY (OR ASSIGNEE)

THE FIRST NATIONAL BANK OF MARYLAND  
 Attn Susan E. Haley (Name of Loan Officer)  
 P.O. Box 1596  
 \_\_\_\_\_ (Address)  
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral) (attach separate list if necessary)

RECORDATION FEE 12.00  
 POSTAGE .50  
 817209 DTI #01 710436  
 AUG 7 1966

(1) all of Borrower's now owned and hereafter acquired "Inventory", which as herein used means all inventory wherever located, including but not limited to all raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower, and all products and proceeds thereof including but not limited to sales proceeds of any kind; (2) all proceeds (including insurance proceeds) and products of the above-described inventory; (3) all of Borrower's other assets, specifically including (but not limited to) accounts receivable and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records evidencing any of the above-described items of Collateral.

C. L. CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 Miles L. Anthony, President (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 \_\_\_\_\_ (Seal)  
 Kenneth M. Lyons, Vice President (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print or Type Name)

Mailed to Secured Party

1250.

203255

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded  
in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Toskov, Anthony G., Jr.

Address 7022 Cresthaven Drive Glen Burnie, Maryland 21061

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.

Address 8300 Ardwick-Ardmore Road Landover, Maryland 20785

Credit Alliance Corporation P.O. Box 1680 Glen Burnie, Maryland 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

ASSIGNEE OF SECURED PARTY  
Credit Alliance Corporation  
P.O. Box 1680  
500 DiGiulian Boulevard  
Glen Burnie, Maryland 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Anthony G. Toskov, Jr.

Anthony G. Toskov, Jr.  
(Signature of Debtor)

Anthony G. Toskov, Jr.

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacobs Ford Truck Sales, Inc.

Robert L. Stevens V.P.  
(Signature of Secured Party)

Robert L. Stevens V.P.

Type or Print Above Signature on Above Line

1750

RECORDING FEE  
FILING FEE  
\$19210 0777 R01 110:37  
AUG 7 86

CL  
DEPT

1986 AUG -7 AM 11:27

E. ARUNDEL COUNTY  
CLERK

## ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 25, 1986

between Jacobs Ford Truck Sales, Inc., as Seller/Lessor/Mortgagee  
and Anthony G. Toskov, Jr. 7022 Cresthaven Drive Glen Burnie, Maryland 21061  
(Name) (Address)

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 99,459.00

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of July, 1986

Jacobs Ford Truck Sales, Inc. (SEAL)  
(Seller/Lessor/Mortgagee)

By [Signature]

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

BOOK 501 PAGE 403

TO: Jacobs Ford Truck Sales, Inc. ("Seller") FROM: Anthony G. Toskov, Jr. ("Buyer")
8300 Ardwick-Ardmore Road Landover, MD 20785 7022 Cresthaven Drive Glen Burnie, MD 21061

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (include make, year, model identification, model and serial numbers or marks):
One (1) 1986 Peterbilt Model 359 Tandem Conventional Tractor W/sleeper box, S/N # 1XP9DB9X7GN205673

(1) TIME SALES PRICE \$ 109,459.00
(2) Less DOWN PAYMENT IN CASH \$ 10,000.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) \$ 99,459.00

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 7022 Cresthaven Drive Glen Burnie, Maryland 21061

Record Owner of Real Estate:

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Ninety nine thousand four hundred fifty nine and 00/100\*\*\*\*\* Dollars (\$ 99,459.00)

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 25th day of August, 19 86, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,657.65 and the final installment being in the amount of \$ 1,657.65

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 25, 19 86 BUYER(S)-MAKERS(S):

Accepted Jacobs Ford Truck Sales, Inc. (SEAL) Anthony G. Toskov, Jr. (SEAL)
(Print Name of Seller Here) (Print Name of Buyer-Maker Here)

By: [Signature] By: Anthony G. Toskov Jr
(Witness as to Buyer's and Co-Maker's Signature) Co-Buyer-Maker: (SEAL)

(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

1

BOOK 501 PAGE 40A

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisal, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fifteenth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agree that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the term s hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Mailed to Secured Party

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (Witness) \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor") \_\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) Signature of Seller

STATE OF MARYLAND  
ANNE ARUNDEL COUNTY  
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 105  
Identifying File No. 203174

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Annapolis Pipeline, Inc.  
Address 4828 Polling House Rd. Harwood, MD 20776

2. SECURED PARTY

Name Furnival Machinery Company  
Address 7135 Standard Drive Hanover, MD 21076

RECORD FEE 11.00  
POSTAGE .50  
117223 C345 RM 110:53  
AUG 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

4. This financing statement covers the following types (or items) of property: (list)

One (1) Komatsu Model D31P Swamp Dozer SN/ 34385 complete with all present and future attachments, accessories, repairs, replacement parts and the proceeds thereof.

ASSIGNED TO: Associates Commercial Corp.  
P.O. Box K224  
Ricyhmond, VA 23288

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

Mailed to Secured Party

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Annapolis Pipeline, Inc.  
(Signature of Debtor)

Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Furnival Machinery Company

J P Wreath SECY TREWS  
(Signature of Secured Party)

J P WREATH  
Type or Print Above Signature on Above Line

1150



1986 AUG -7 AM 11:27  
E. AUGREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/7/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Wizard Video of Edgewater, Inc.  
Address 153 Mayo Rd. Edgewater, MD. 21037

2. SECURED PARTY

Name Calvert Bank & Trust Co.  
Address P.O. Box 590 Prince Frederick, MD. 20678

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) July 7, 1991

4. This financing statement covers the following types (or items) of property: (list)  
All inventory including movie tapes, accounts receivable, and equipment now owned or hereafter acquired & proceeds thereof.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Wizard Video, Inc.

Paul J. Deans, President  
(Signature of Debtor)

Paul J. Deans

Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

Harry B. Zann  
(Signature of Secured Party)

Harry B. Zann  
Type or Print Above Name on Above Line

1150

RECORDED FEE 11.00  
INDEXED FEE 11.00  
JUL 7 1986

7  
1986 JUL 7 11:27  
1986 JUL 7 - 900 9051

Anne Arundel

263176

FINANCING STATEMENT

For Filing Officer Use	
File No.....	
Date &	
Hour.....	

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s)  
(Last Name First)

No.

Street

City

State

LEASING SYSTEMS, INC, 1413 K Street, N.W., Suite 1200, Washington, D.C. 2001  
173 Jennifer Road, Annapolis, Md. 21401

Name of Secured Party or assignee No. Street City State

SOVRAN BANK/DC NATIONAL 1801 "K" St. NW Washington, D.C. 20006

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

All of Debtor's right, title, and interest to the equipment and all accessories or attachments thereto or substitutions thereof whether now existing or hereafter acquired and wherever located, covered by the equipment lease between Debtor and Annapolis Mall Motel Limited Partnership DBA/Ramada Inn dated 5/16/86 lease #15544 and to said equipment lease and all contract rights, accounts receivable and proceeds arising therefrom; said equipment including but not limited to

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)

3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.

4.  Proceeds of collateral are also covered:  Products of collateral are also covered:  
5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement ~~is~~ is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)  
LEASING SYSTEMS, INC.

Secured Party  
DISTRICT OF COLUMBIA NATIONAL BANK, WASHINGTON  
SOVRAN BANK/DC NATIONAL (Seal)

BY: *[Signature]*  
Lee E. Nathanson, President

BY: *[Signature]*  
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

SOVRAN BANK/DC NATIONAL  
1801 "K" Street, N.W.  
Washington, D.C. 20006  
Attn: Loan Services Dept.

RETURN TO:

Mail to

1150



1986 AUG - 1 AM 9:07

E. JOHNEY COLLISON  
CLERK

203177

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

Contemporary Sewing Accessories, Inc. t/a Uniquely You, Michael

1. DEBTOR: C. Wilkins and Marcia P. Wilkins

(Name or Names—Last Name First)

8230R Telegraph Road, Odenton, MD 21113

(Address)

2. SECURED PARTY:

Mail to

THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

- a. All furniture and equipment
- b. All inventory including future additions to inventory
- c. Accounts including but not limited to accounts receivable
- d. Choses in action
- e. Instruments
- f. Documents
- g. Contract rights to include, but not limited to, a security interest in all of its rights, title, interest to two (2) contracts with J. C. Penny Company, Inc. as follows:
  - \* Contract No. 276098 dated June 21, 1984
  - \* Contract No. 396095 dated October 24, 1984

h. All its right title and interest in any patents or licenses to manufacture patented items.

The security interest shall include all after acquired property, additions, trade-ins, accessions, replacements and shall include all proceeds and products thereof. It shall also include those fixtures which can be removed without permanent damage to the premises. The location of all goods covered shall be at the business address of the company [8230R Telegraph Road, Odenton, MD 21113] or any other accessory plant, building, warehouse or location they may own or lease.

- 4. Proceeds of collateral are covered hereunder: YES  NO
- 5. Products of collateral are covered hereunder: YES  NO
- 6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.
- 7. The principal amount of the debt initially incurred is: \$279,364.25

8. Filed with: Clerk of the Circuit Court for Anne Arundel County, Maryland

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 8 day of August, 1986

DEBTOR:

SECURED PARTY:

Contemporary Sewing Accessories, Inc.  
t/a Uniquely You

THE BANK OF GLEN BURNIE

By: Michael C. Wilkins, Pres (Title)

By: Earl G. Walter (Title)  
Executive Vice President

Marcia P. Wilkins

FOR FILING OFFICER USE	
File No. _____	Date and Hour of Filing _____
Record Reference _____	

By: Michael C. Wilkins

1986 AUG -6 PM 2:36  
E. AUBREY COLLISON  
CLERK

14.00  
50  
1986 AUG 11 11:37  
46 6 86

14  
5

NOT TO BE RECORDED IN LAND RECORDS NOT SUBJECT TO RECORDING TAX  
ON PRINCIPAL AMOUNT OF  
\$57,000.00

F I N A N C I N G S T A T E M E N T

1. NAME AND ADDRESS OF DEBTORS:

Richard L. Bowen and Dorothy T. Bowen  
4730 Mountain Road  
Pasadena, Anne Arundel County, MD 21122

2. NAME AND ADDRESS OF SECURED PARTY:

Jody A. Phillips  
8283 Choptank Road  
Pasadena, Anne Arundel County, MD 21122

3. This Financing Statement covers the following types of property:

See Schedule A

RECORD FEE 15.00  
POSTAGE 50  
MAY 23 0345 R01 7:11:06  
AUG 7 86

DEBTOR:

Richard L Bowen (SEAL)  
RICHARD L. BOWEN

Dorothy T Bowen (SEAL)  
DOROTHY T. BOWEN

SECURED PARTY:

Jody A. Phillips (SEAL)  
JODY A. PHILLIPS

13/8

1986 AUG -7 AM 11:27  
E. ARUNDEL COUNTY

SCHEDULE A

<u>ITEM</u>	<u>QUANTITY</u>
Body Bronze Tanning Beds	2
Refrigerator	1
Chairs	3
Clock	1
Pictures	2
Video cassettes	2,225
Video cassette cases	2,225
Telephones	3
Outside Electrical Sign	1
Cash Register	1
Picture Ad	1
Stand	1
Stool	1
Stepstool	1
Desk	1
Vacuum Cleaner	1
Miscellaneous Office Supplies	
Various Shelves and Counters	

Richard L Bernal  
 Dorothy J Bower  
 Judy A. Phillips

Mailed to Secured Party

ANNE ARUNDEL / MD

263179

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ none

If this statement is to be recorded in land records check here.

This financing statement Dated July 21, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FERGUSON TRENCHING CO., INC.

Address 123 Revell Highway, Annapolis, MD. 21401

2. SECURED PARTY

Name INGERSOLL RAND EQUIPMENT SALES

Assignee to Address 5681 Main St., Elkridge, Md. 21227

Secured Party: INGERSOLL RAND FINANCIAL CORP. 651 Park Ave., King of Prussia, PA. 19406

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 - Ingersoll Rand P160WJD Air Compressor, SN 153051 and all attachments and accessories thereto together with accounts, contract rights and chattel paper arising out of the sale, lease or other disposition by the debtor of the foregoing described property. Notwithstanding the above, nothing herein shall be construed to authorize the debtor to dispose of the above described collateral.

RECORDED 11-00  
INDEXED 1-30  
AUG 21 1986  
AUG 7 86

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

FERGUSON TRENCHING CO., INC.

Stanley R. Ferguson Pres  
(Signature of Debtor) (Title)

Stanley R. Ferguson  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

INGERSOLL RAND EQUIPMENT SALES

Bradley W. Berger  
(Signature of Secured Party)

Bradley W. Berger, Office Mgr.

Type or Print Above Name on Above Line

1986 AUG -7 AM 11:27

E. AUBREY COLLISON  
CLERK

CLERK

1150

SPACO.

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 485 Page No. 441  
Identification No. 256821 Dated 5-24-85

1. Debtor(s) Genderson Chevrolet Inc.  
Name or Names—Print or Type  
138 Revell Highway Annapolis, Md. 21401  
Address—Street No., City - County State Zip Code

2. Secured Party Gibraltar Savings & Loan Assoc.  
Name or Names—Print or Type  
107 Ridgely Ave. Annapolis, Md. 21401  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) <b>Termination</b></p>

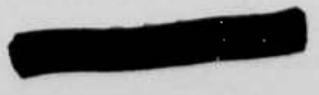
RECEIVED 10.00  
MAY 22 1986 11:07  
MAY 7 1986



1986 AUG -7 AM 11:27  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

Dated: May 30, 1986 Gibraltar Savings & Loan Assoc.  
Name of Secured Party  
Charlotte J. Stachurski  
Signature of Secured Party  
SR. VICE PRESIDENT  
Type or Print (Include Title if Company)



10

(xx) Not Subject to Recordation Tax  
 ( ) Recordation Tax of \$\_\_\_\_\_ on  
 Principal Amount of \$\_\_\_\_\_ is  
 enclosed/has been paid (strike  
 inapplicable phrase).

For Filing Officer  
 File No.: \_\_\_\_\_  
 Record Reference: \_\_\_\_\_  
 Date & Hour of Filing \_\_\_\_\_

This financing statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. LESSEE Michael E. Ballard T/A Ritchie Import Specialists  
 (Name or Names)  
98 Georgia Avenue Glen Burnie, Maryland 21061  
 (Address)

LESSEE \_\_\_\_\_  
 (Name or Names)  
 \_\_\_\_\_  
 (Address)

2. LESSOR CHESAPEAKE INDUSTRIAL LEASING CO., INC.  
8767 SATYR HILL ROAD, BALTIMORE, MARYLAND 21234

3. ASSIGNEE (if any) of LESSOR Palmer National Bank  
 (Name or Names)  
1668 "K" St. N.W. Washington, D.C. 20006  
 (Address)

4. This financing Statement covers the following types (or items) of property:  
 1 - Ammco, Model 4000, Brake Lathe; S/N 71393 w/ Bench & 11/16" Arbor Set  
 1 - Jenny, Model 200C, Steam Cleaner High Pressure Washer; S/N 98-21034

Mailed to Secured Party

5. Proceeds of Collateral are covered hereunder: Yes (xx) No ( )  
 Products of Collateral are also covered Yes ( ) No (xx)

LESSEE	LESSOR
<u>Michael E. Ballard T/A Ritchie Import Specialists</u>	<u>CHESAPEAKE INDUSTRIAL LEASING CO., INC.</u>
By: <u><i>Michael E. Ballard</i></u> Owner	By: <u><i>Brian G. Connelly</i></u> Manager
Michael E. Ballard (Title)	Brian G. Connelly (Title)
(Type or print name of person signing)	(Type or print name of person signing)

By: \_\_\_\_\_ (Title)  
 Return to: Palmer National Bank  
1667 "K" Street, N.W.  
Washington, D.C. 20006  
 Mail to Attn: Carl Dodson

1986 AUG -7 AM 11:27  
 E. AUSTIN COLLISON  
 CLERK

250

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 914  
Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hollerbach Equipment Co., Inc.

Address 8414 Washington Blvd. Jessup, MD 20794

2. SECURED PARTY

Name Hollerbach & Andrews Equipment Co., Inc.

Address 8414 Washington Blvd., Jessup, MD 20794

Chrysler Capital Corporation, 88 Ryders Lane, Stratford, CT 06497  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

(1) Schwing trailer mounted concrete pump  
Model #BPA750RLD-14FS S/N 71004115

RECORD FEE 11.00  
POSTAGE .50  
#19234 0345 ROL 11:08  
AUG 7 86

Assignee of Secured Party: Chrysler Capital Corporation  
88 Ryders Lane  
Stratford, CT 06497

LEASE - NOT SUBJECT TO TAX

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

HOLLERBACH EQUIPMENT CO., INC

T.R. Hollerbach PRES.  
(Signature of Debtor)

T. R. Hollerbach  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

HOLLERBACH & ANDREWS EQUIPMENT CO., INC.

T.R. Hollerbach PRES.  
(Signature of Secured Party)

T. R. Hollerbach

Type or Print Above Signature on Above Line

1150

1986 AUG -7 AM 11:28  
E. ANDREWS COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated July 7, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name George C. Council Contracting Corp.
Address P.O. Box 369, Glen Burnie, Maryland 21061

2. SECURED PARTY

Name John C. Louis Company, Inc.
Address 1805 Cherry Hill Road, Baltimore, Maryland 21230

RECORDED 11.00
INDEXED .50
MAY 23 1986 11:08 AM
7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One Case Backhoe, Model 580C, Serial Number 8599209, equipped with one 24" Bucket

Mailed to Secured Party

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[ ] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

James C. Council
(Signature of Debtor)

James Council
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

JOHN C. LOUIS COMPANY, INC.

Wilmer S. Davison
(Signature of Secured Party)

Wilmer S. Davison, President

Type or Print Above Name on Above Line



1986 AUG -7 AM 11:28

E. AUBREY COLLISON CLERK

Copy 2 - Filing Officer Copy (County)

1150.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/31/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name East Coast Security Corporation
Address 440 Old Mill Road; Millersville, MD 21108

2. SECURED PARTY

Name Trans-American Leasing Corporation
Address The Steffey Bldg., Ste. 200-B
407 Crain Highway; Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 General Automation 1758 Computer s/n 2416 w/47MB, 512KB Memory, 6 I/O Port, 1 Parallel Printer Port
3 ADDS Viewpoint Color CRT(S)
1 Data Products 8010 Printer
1 Auto Dialer
1 Modem

With Command Center Program

CHECK [X] THE LINES WHICH APPLY

5. [ ] (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

[X] (Proceeds of collateral are also covered)

[ ] (Products of collateral are also covered)

EAST COAST SECURITY CORPORATION

[Signature of Debtor]

Ron Perkins - President

Type or Print Above Signature on Above Line

[Signature of Debtor]

Type or Print Above Signature on Above Line

Filed with Anne Arundel County

TRANS-AMERICAN LEASING CORPORATION

[Signature of Secured Party]

(Signature of Secured Party)

Frank J. Sarro, III, Exec. V.P.

Type or Print Above Name on Above Line

Mailed to Secured Party

1180

11.00
.50
11.50
AUG 7 1986
1986 AUG -7 AM 11:29
MURPHY COLLISON

BOOK 501 PAGE 417

263185

4209 XL79

UNIFORM COMMERCIAL CODE - FINANCING STATEMENT  
(Maryland)

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. Debtor(s) (Last Name First) address(es) Wolf, Richard H S/A BARBARA Ct GLEN BURNIE Md 21061	2. Secured Party(ies) and Address(es) FORD MOTOR CREDIT CO. 1101 NORTH POINT BLVD. BALTIMORE, MD 21224
---	---

For Filing Officer (Date, Time, Number and Filing Office)

RECORD FEE 11.00  
 FILING FEE .50  
 AUG 06 10 11 1986  
 AUG 7 86

3. This Financing Statement covers the following types (or items) of personal property:  
 Centerville Model 1030 S 9 TON TRAILER S/N 9239 DY

Check if covered:  Proceeds of collateral covered  Products of collateral covered  
 4. This transaction is exempt from the Recording Tax.

Filed with:  
 Anne Arundel County

AR

*H. Richard Wolf*  
 H. Richard (SIGNATURE OF DEBTOR)  
 Wolf  
 (SIGNATURE OF DEBTOR)

Ford Motor Credit Co.  
 (NAME OF SECURED PARTY)  
 BY: *C. Porter*  
 C. Porter 7/25/86

FMCC 7098-M (MARYLAND) PREVIOUS EDITIONS MAY BE USED

PRINTED IN U.S.A.

RECEIVED FOR RECORD  
ANNE ARUNDEL COUNTY

1986 AUG -7 AM 11:29

E. AUBREY COLLISON  
CLERK

1150



Mailed to Secured Party

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.

No. of Additional Sheets Presented:

(1) Debtor(s) (Last Name First) and Address(es):

Jo Bo, Inc.  
4101 Mountain Road  
Pasadena, Maryland 21122

(2) Secured Party(ies) (Name(s) And Address(es):

State National Bank of Maryland  
Route #3, P.O. Box 300  
Millersville, Maryland 21108

(3) (a)  Collateral is or includes fixtures.  
(b)  Timber, Minerals or Accounts Subject to G.S. 25-9-103(5) are covered  
(c)  Crops Are Growing Or To Be Grown On Real Property Described In Section (5).  
If either block 3(a) or block 3 (b) applies describe real estate, including record owner(s) in section (5).

(4) Assignee(s) of Secured Party, Address(es):

RECORD FEE 11.00  
119239 035 401 711 1 1  
AUG 7 86

For Filing Officer

(5) This Financing Statement Covers the Following types [or items] of property.

\*NO RECORDATION TAX\*  
CONDITIONAL SALE

See Attached Schedule A

Products of the Collateral Are Also Covered.

(6) Signatures: Debtor(s)

Jo Bo, Inc.

*[Signature]*

(By) Standard Form Approved by N.C. Sec. of State and other states shown above.

(1) Filing Officer Copy -- Numerical

Secured Party(ies) [or Assignees]

State National Bank of Maryland

(By) *[Signature]*

Signature of Secured Party Permitted in Lieu of Debtor's Signature:

- (1) Collateral is subject to Security Interest In Another Jurisdiction and 
 Collateral Is Brought Into This State
 Debtor's Location Changed To This State
(2) For Other Situations See: G.S. 25-9-402 (2)

UCC-1



1986 AUG -7 AM 11:29  
AUBREY COLLISON  
CLERK

SCHEDULE "A"

- (1) Hot Dog Grill, Model #240/0160
- (1) Nacho Cheese Warmer w/ Pump, Model #240/0320
- (1) Nacho Cheese Warmer, Model #240/0288
- (1) Self-Serve Sneeze Guard (for Hot Dog Grill)
- (1) Drainer Type Bun Warmer ( " " " " )
- (1) Hot Sauce Server
- (1) Serving Station
- (1) Scottsman 650 Ice Machine, Serial #902639-06G w/ Bin, Serial #910006-06G
- (1) Monorail Maverick Car Wash, Item #10503c

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/8/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 23, 1986, Schedule #01, dated June 26, 1986 between Assignor as Lessor and LEASE ACCOUNT #680260 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 8, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarro III*  
(Signature of Debtor)

Frank J. Sarro III, Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

*J. David Kommalan*  
(Signature of Secured Party)

J. David Kommalan

Type or Print Above Name on Above Line

Filed with A.A. County

2166  
EMLE

1150



RECORD FEE 11.00  
POSTAGE 1.00  
TOTAL 12.00  
JUL 11 1986

1986 AUG -7 AM 11:29

ROBERT J. COLLISON

BOOK 501 PAGE 421

EQUIPMENT LIST

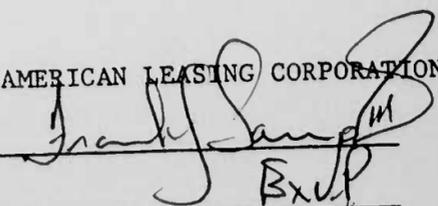
<u>QUANTITY</u>	<u>DESCRIPTION</u>
22	Prestige Chrom HYCHR HY985
6	Shampoo Chair Chrome SH500
6	Sink #100/500 Fixture SK100
6	Sink Vacuum Breaker SKVB
11	Dryer Chair Chrome D6502B
15	Dryer M&M 1706 DR1706
15	Stool Operator ST7504
1	Fixedbase Facial Chair FC2222FB
2	Rollabout Steamer DR860
3	Tricology Chair R6502
2	Pedicure Chair PD6502
6	Reception Chair Chrome R6502
22	Half Round Mats MATS
4	Neospec Black Yards
1	Headrest Bracket
1	Gas Operated Chair 6502
4	Dryer Cart Set CPcart
10	Piccolo Rollabout RB6100
1	Artex 52-9474
1	Polo-Black Waters
1	Kentile Flooring

Mailed to Secured Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: TITLE: SVP

TRANS-AMERICAN LEASING CORPORATION

BY: TITLE: Exec

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/28/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address 407 Crain Highway, Suite 200B, Glen Burnie, Maryland 21061 FEE

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.

Address P.O. Box 116, Baltimore, Maryland 21203

11.00  
.50  
#19241 C345 R01 T11:12  
AUG 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated March 6, 1986, Schedule #01, dated April 23, 1986 between Assignor as Lessor and LEASE ACCOUNT # 686030 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 14, 1986 between Assignor and Assignee:

See Attached Equipment List

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Debtor)

(Signature of Secured Party)

Type or Print Above Signature on Above Line

FRANK J. SARRO - Ex. V.P.

(Signature of Debtor)

J. DAVID KAMMALAN

Type or Print Above Name on Above Line

Type or Print Above Signature on Above Line



1986 AUG -7 PM 11:29

E. MURPHY COLLISON  
CLERK

1150-

2173  
FAIR

EQUIPMENT LIST

<u>Quantity</u>	<u>Description of Equipment</u>
1 (one)	IBM System 36 Model #M-B25 S/N
1 (one)	F-1005 Additional 256 KB Memory Board
1 (one)	F-4900 Workstation w/expansion feature
1 (one)	F-2500 SLCA Feature
1 (one)	5225-1 Model Printer S/N
1 (one)	5256-3 Printer S/N
1 (one)	5291-2 CRT S/N
1 (one)	IBM PC XT S/N with 20 MB Hard disk, single disket drive, 256K addition, PC Memory expansion 384K Monicrome Monitor, IBM PC DOS 3.1, Graphics card, keyboard S/N, 5251 Emulation card.
1 (one)	Epson 286 Printer w/cables S/N

Mailed to Sec 15 Party

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: [Signature]

TITLE: SVP

TRANS-AMERICAN LEASING CORPORATION

BY: [Signature]

TITLE: Frank J. Sarro III, Exec.V.P.

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address 407 Crain Highway, Suite 200B, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard Street  
Baltimore, Maryland 21202

RECORD FEE 11.00  
1.50  
AUG 11 11:12  
AUG 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated July 1, 1986, Schedule #01, dated July 1, 1986 between Assignor as Lessor and LEASE ACCOUNT # 681070 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1986 between Assignor and Assignee:

1 Caterpillar 963 Crawler/Loader s/n 112318

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Type or Print Above Signature on Above Line

Frank J. Sarro, III., Exec. V.P.  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

Mailed to Secured Party

G.L. CLERK

1986 AUG -7 AM 11:29  
E. ANDREY COLLISON  
CLERK

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AACD

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name TRANS-AMERICAN LEASING CORPORATION

Address 407 Crain Highway, Suite 200B, Glen Burnie, Maryland, 21061

2. SECURED PARTY

Name BALTIMORE FEDERAL FINANCIAL, F.S.A.

Address 300 E. Lombard Street

Baltimore, Maryland 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated June 3, 1986, Schedule #02, dated July 1, 1986 between Assignor as Lessor and LEASE ACCOUNT #683060 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 15, 1986 between Assignor and Assignee:

1 Caterpillar 621J Scraper - SN 23H1717

1 Caterpillar 977 Track Loader - SN 11K4322 w/3rd Valve & Rake w/Top Clamp together with all equipment, parts, tools, accessories, attachments, additions, replacements, and other accessions now or hereafter installed in, affixed to, or used in connection with the above-described property/

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

*Frank J. Sarrg, III*  
(Signature of Debtor)

Frank J. Sarrg, III, Exec. V.P.  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

*J. David Kommalan*  
(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

Mailed to Secured Party

2177  
DlsDvlp2



1986 AUG -7 PM 11:29  
E. AUDREY COLLISON  
CLERK

AA60

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/29/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200B, 407 Crain Highway, Glen Burnie, MD 21061

2. SECURED PARTY

Name Baltimore Federal Financial, F.S.A.  
Address 300 E. Lombard St.  
Baltimore, MD 21202

RECORD FEE 11.00  
1801106  
112244 005 001 711-13  
AUG 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

To secure assignment to Baltimore Federal Financial, F.S.A. of certain lease payments under a certain True Lease Assignment dated May 6, 1985, Schedule # 04, dated July 25, 1986 between Assignor as Lessor and LEASE ACCOUNT # 586050 as Lessee. Assignor has granted a Security Interest in the following equipment leased to Lessee to Assignee per a Non-Recourse Assignment of Rents dated July 28, 1986 between Assignor and Assignee:

SEE ATTACHED EQUIPMENT LIST

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)

TRANS-AMERICAN LEASING CORPORATION

(Signature of Debtor)

Type or Print Above Signature on Above Line

FRANK J. SARROTT (EX.V.P.)  
(Signature of Debtor)

Type or Print Above Signature on Above Line

BALTIMORE FEDERAL FINANCIAL, F.S.A.

(Signature of Secured Party)

J. David Kommalan, V.P.

Type or Print Above Name on Above Line

Filed in Anne Arundel County

1150

2209  
HH

EQUIPMENT LIST

BOOK 501 PAGE 427

Quantity

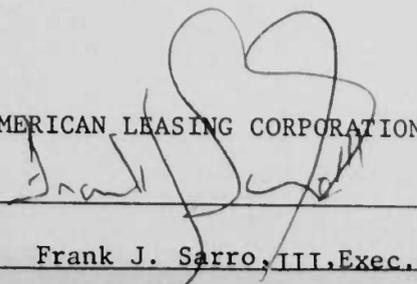
Description of Equipment

6 (six) 1987 Kenworth Trucks Model W900 3406 400 2100 ATAAC  
RTX14609P DS381 40,000 with Engine 400 CAT ATAAC,  
2,100 rpms, power steering, rear axel - Eaton

S/N's 1XKWDB9X0HS339050  
1XKWDB9X6HS339053  
1XKWDB9X8HS339054  
1XKWDB9XXHS339055  
1XKWDB9X5HS339058  
1XKWDB9X7HS339059

Mailed to Secured Party

TRANS-AMERICAN LEASING CORPORATION

BY: 

TITLE: Frank J. Sarro, III, Exec. V.P.

BALTIMORE FEDERAL FINANCIAL, F.S.A.

BY: 

TITLE: J. David Kommalan, V.P.

FINANCING STATEMENT—MARYLAND

File No. \_\_\_\_\_

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

- 1. The name and address of the Debtor is: Zoe H. and John L. Parker, Sr.  
4432 Stark Place  
Annandale, VA 22003
- 2. The name and address of the Secured Party (or Assignee) is:  
First Virginia Bank  
6400 Arlington Blvd.  
Falls Church, VA 22046
- 3. The maturity date of the obligation (if any) is: June 25, 1991
- 4. This Financing Statement covers the following types (or items) of property: (Describe)  
1986 Pearson 28' single mast sailboat HIN #PEA80141B686  
Yanmar 2 cylinder diesel engine serial #04058

5. Check the lines which apply if any, and supply the information indicated:

(If collateral is crops). The above described crops are growing or are to be grown on: \_\_\_\_\_  
(describe real estate)

(If Collateral is goods which will or are to become fixtures, complete this section and type conspicuously at the top the following: "To be Recorded in the Land Records") The above goods are affixed or are to be affixed to: \_\_\_\_\_  
(describe real estate)

(If proceeds of collateral are claimed) Proceeds of the collateral are also covered.

(If products of collateral are claimed) Products of the collateral are also covered.

6. Transaction is  is not  (check which applies) subject to recordation tax imposed by Article 81, section 277 and 278, Ann. Code of Maryland. If answer is in affirmative, the principal amount of the debt initially incurred is \$ \_\_\_\_\_

Debtor(s):  
*Zoe H. Parker*  
 \_\_\_\_\_  
 Zoe H. Parker  
*John L. Parker Sr*  
 \_\_\_\_\_  
 John L. Parker, Sr.

Secured Party:  
 \_\_\_\_\_  
 First Virginia Bank  
 By *R. Jeffrey Cole*  
 \_\_\_\_\_  
 (AUTHORIZED SIGNATURE)  
 R. Jeffrey Cole  
 Assistant Branch Manager  
 \_\_\_\_\_  
 (TYPE NAME AND TITLE)

Please return to the Secured Party at the address shown in number 2 above.  
All Information Must Be Typewritten or Printed in Ink

*void after*

RECORDING FEE	12.00
SEARCH FEE	5.00
TOTAL	17.00
CASH	17.00
RECEIVED	

RECORDING FEE	12.00
SEARCH FEE	5.00
TOTAL	17.00
CASH	17.00
RECEIVED	

1986 AUG -7 AM 11:29  
 E. AUBREY LOLLISON  
 CLERK

Mailed to Secured Party

1256



Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 5,914.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only)

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
<u>Bello Machre, Inc.</u>	Attn. <u>Susan E. Haley</u>
<small>(Name)</small>	<small>(Name of Loan Officer)</small>
<u>P.O. Box 969</u>	<u>18 West Street</u>
<small>(Address)</small>	<small>(Address)</small>
<u>Glen Burnie, Maryland 21061</u>	<u>Annapolis, Maryland 21401</u>

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

IBM AT # 5170099

RECORD FEE 11.00  
 RECORD TAX 42.00  
 NOTARIAL FEE .50  
 TOTAL 53.50

86 7 86



1986 AUG -7 PM 4:13  
 E. AUDREY COLLISON  
 CLERK

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<u>Bello Machre, Inc.</u> (Seal)	_____ (Seal)
BY: <u>[Signature]</u> (Seal)	_____ (Seal)
<small>(Signature)</small>	<small>(Signature)</small>
<u>Robert T. Ireland, Executive Director</u>	_____
<small>(Print or Type Name)</small>	<small>(Print or Type Name)</small>

1 1/2  
42  
50

Mailed to Secured Party

263195

501 PAGE 431

FINANCING STATEMENT FORM UCC-1 Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ _____	If this statement is to be recorded in land records check here. <input type="checkbox"/>
---	--

This financing statement Dated 7/31/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name East Coast Security Corporation  
Address 440 Old Mill Road; Millersville, MD 21108

2. SECURED PARTY

Name Trans-American Leasing Corporation  
Address The Steffey Bldg., Ste. 200-B  
407 Crain Highway; Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 11.00  
FILING FEE .50  
11/27/86 011 AM 11:34:23  
AUG 7 1986

4. This financing statement covers the following types (or items) of property: (list)

- 1 General Automation 1758 Computer s/n 2416 w/47MB, 512KB Memory, 6 I/O Port, 1 Parallel Printer Port
  - 3 ADDS Viewpoint Color CRT(S)
  - 1 Data Products 8010 Printer
  - 1 Auto Dialer
  - 1 Modem
- With Command Center Program



CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

1986 AUG -7 PM 4:13  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

(Proceeds of collateral are also covered)  
 (Products of collateral are also covered)  
EAST COAST SECURITY CORPORATION  
[Signature]  
(Signature of Debtor)  
Ron Perkins - President  
Type or Print Above Signature on Above Line  
  
\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

TRANS-AMERICAN LEASING CORPORATION  
[Signature]  
(Signature of Secured Party)  
Frank J. Sapro, III, Exec. V.P.  
Type or Print Above Name on Above Line

Filed with Anne Arundel County

1150

Est. CST

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263196

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name The Coffee Ruler Inc.
Address 505 E. Parapsco Avenue; Baltimore, Annearundle, MD 21225

2. SECURED PARTY

Name Newco Financial Corporation
Address PO Box 1114; St. Charles, MO 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 11.00
50
419274 0777 001 113:26
AUG 7 86

3. Maturity date of obligation (if any) 5/29/87

4. This financing statement covers the following types (or items) of property: (list)

loan # 6923 V - 12 Newco commercial coffee brewers

CLERK
1986 AUG -7 PM 4:14
MARGARET COLLISON
CLERK

CHECK THE LINES WHICH APPLY

- 5. (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
(Proceeds of collateral are also covered)
(Products of collateral are also covered)

Mailed to Secured Party

Signature of Debtor

The Coffee Ruler, Inc.-Troy Breedlove
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Signature of Secured Party

Newco Financial Corp-Mary Freeman, Sec
Type or Print Above Signature on Above Line

1130

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263197

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name American Coffee Company

Address 259 Ullman Road; Pasadena, Anne Arundel, MD 21122

2. SECURED PARTY

Name Newco Financial Corporation

Address PO Box 1114; St. Charles, M O 63302

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) 5/21/88

4. This financing statement covers the following types (or items) of property: (list)

loan # 6911 V - 12 Newco commercial coffee brewers

RECORD FEE 11.00  
FILING 1.00  
9/27/88 11:26 AM 7 88

C.L. CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Carl Duncan*  
(Signature of Debtor)

American Coffee Co.-Carl Duncan, Pres  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party

*Mary Freeman*  
(Signature of Secured Party)

Newco financial Corporation-Mary Freeman, Sec

Type or Print Above Signature on Above Line

1988 AUG -7 PM 4:14  
E. AUBREY COLLISON  
CLERK

11-30

BOOK 501 PAGE 434

263193

PRINT OR TYPE ALL INFORMATION

THE SECURED PARTY DESIRES THIS FINANCING STATEMENT TO BE INDEXED AGAINST THE RECORD OWNER OF THE REAL ESTATE NO (X) YES ( ) NAME OF RECORD OWNER \_\_\_\_\_

STATE CORPORATION COMMISSION  
(Uniform Commercial Code Division, Box 1197, Richmond, Virginia 23209)  
FORM FOR ORIGINAL FINANCING STATEMENT AND SUBSEQUENT STATEMENTS

The Commission stamps the File Number on the Original Financing Statement. The secured party must place this same number on all subsequent statements.

RECORD FEE 11.00

Index numbers of subsequent statements (For office use only)

FILED  
#17277 CTTI DM 113:29  
AUG 7 1986

Name & mailing address of all debtors, trade styles, etc.  
No other name will be indexed.

Check the box indicating the kind of statement.  
Check only one box.

Raymond U. May  
738 McCann Road  
Severna Park, Maryland 21146

- ORIGINAL FINANCING STATEMENT
- CONTINUATION-ORIGINAL STILL EFFECTIVE
- AMENDMENT
- ASSIGNMENT
- PARTIAL RELEASE OF COLLATERAL
- TERMINATION

Name & address of Secured Party

Name & address of Assignee

First American Bank of Virginia  
1970 Chain Bridge Road  
McLean, Virginia 22102

1986 AUG -7 PM 4:14  
E. AUBREY COLLISCH  
CLERK

Date of maturity if less than five years

Check if proceeds of collateral are covered (X)

Description of collateral covered by original financing statement

1980 36' Watkins Apres Ski Serial # AJC60015M0180

Mailed to Secured Party

Space to record an amendment, assignment, release of collateral or a statement to cover collateral brought into Virginia from another jurisdiction.

Describe Real Estate if applicable:

*Raymond U. May*  
Raymond U. May

Signature of Debtor if applicable (Date)

*David L. Taylor*

First American Bank of Virginia by  
Signature of Secured Party if applicable (Date)  
David L. Taylor

FILING OFFICER COPY

Revised 7-1-82

ATTN: Record Office  
P.O. Box 71  
Annapolis, Maryland 21404

Statement of Continuation, Termination,  
Assignment, Amendment or Release  
Uniform Commercial Code

Anne Arundel County

BOOK 501 PAGE 435

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. This Statement refers to original Financial Statement, Identifying File Number 243764 recorded in Liber 452, Folio 493 on August 16, 1982 (date).

1. DEBTOR(S):

Name(s): E. J. Dwyer Co., Inc.

Address(es): 809 K Barkwood Ct.

Linthicum, Md., 21090

2. SECURED PARTY:

Name: Equitable Bank, National Association

Address: 3215 Washington Blvd.

Baltimore, Maryland 21230

RECORDED FEE 10.00  
AUG 17 1982 7:07  
AUG 7 86

Person and Address to whom Statement is to be returned if different from above.

Check mark below indicates the type and kind of Statement made hereby.  
(Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.
4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.
5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all collateral described therein or such part thereof as is described in Item 8 below.
6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)
7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8.

Mailed to Secured Party

9. DEBTOR:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

SECURED PARTY:

EQUITABLE BANK, National Association

By Barbara A. Wykowski

Barbara Wykowski, Corporate Banking Officer

(Type Name and Title)

1050

CLERK

1986 AUG -7 PM 4:13  
AUBREY COLLISON  
CLERK

STATE OF MARYLAND

BOOK 501 PAGE 436

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK 263200

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name <sup>J.</sup> CATHY BACKUS  
Address #153 CHESAPEAKE MOBILE CT., HANOVER, MD 21076

2. SECURED PARTY

Name CHESAPEAKE MOBILE HOMES INC.  
Address 9301 PULASKI HIGHWAY  
BALTIMORE, MD 21220

RECORDING FEE 11.00  
POSTAGE .50  
#19218 CTTI BAL 11:30 AM  
AUG 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1981 LIBERTY SERIAL #19218  
14 x 70 AND ALL APPLIANCES, HOUSEHOLD GOODS,  
ACCESSIONS ASSECIORS, EQUIPMENT AND PARTS NOW  
OWNED OR HEREAFTER ACQUIRED, ALL CONTRACT RIGHTS  
PERTAINING TO THIS CONTRACT.

Name and address of Assignee  
GREEN TREE ACCEPTANCE, INC.  
P.O. BOX R  
UNIONTOWN, PA 15401

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Not subject to recordation tax

1986 AUG - 7 PM 4:14  
AUBREY COLLISON  
CLERK

Mailed to Secured Party

Cathy J. Backus  
(Signature of Debtor)

CATHY BACKUS  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

[Signature]  
(Signature of Secured Party)

GREEN TREE ACCEPTANCE, INC.  
Type or Print Above Signature on Above Line

1150

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant to Uniform Commercial Code)

July 11, 1986

THE UNDERSIGNED, being the Secured Party named in the Financing Statement hereinafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated:

Description of FINANCING STATEMENT hereby terminated:

File No. 246447 in Office of Annie Arundel Co., MD (County and State) (Filing Officer)

Debtor or Debtors (name and Address):

Billy and Mary Burrett  
45520 Mountain Road  
Pasadena, MD 21122

The said Filing Officer, on presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in the Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

[Signature]

Secured Party

By: 113 Branch Office Manager

HOMERIDGE FINANCIAL CORPORATION  
113 BRANCH OFFICE  
GLEN BURNIE, MD. 21061

Form 91 MD (3-79)

Mailed to Secured Party

10.00  
POSTAGE .50  
113219 CTTT MD 113-31  
AUG 7 86

1986 AUG -7 PM 4:14

E. AUGER & COLLISON  
CLERK



### FINANCING STATEMENT

RECORD FEE 12.00  
 PORTAGE .50  
 HYPER CITY #01 113432  
 AUG 7 86

1.  To Be Recorded in the Land Records at \_\_\_\_\_
2.  To Be Recorded among the Financing Records at Anne Arundel County
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Lambert Paving Company Address(es): 1045 Dorsey Road  
Glen Burnie, Md. 21061

6. Secured Party: Maryland National Bank Address: Department: Retail Division  
Post Office Box 987, Mailstop 010609  
Baltimore, Maryland 21203

Attention: \_\_\_\_\_  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

*SP*  G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

\_\_\_\_\_  
 Description of Collateral (or Real Property). (Continued on Schedule A)

Debtor: Lambert Paving Company  
 By: *Louis Lambert* (Seal)  
 Type name and title, if any  
Louis Lambert, Prop. (Seal)  
 By: \_\_\_\_\_  
 Type name and title, if any

Secured Party: Maryland National Bank  
 By: *Joseph A. Reed* (Seal)  
 Type name and title  
Joseph A. Reed, Asst. V. P.

**MARYLAND NATIONAL BANK**



*12 SW*

BOOK 501 PAGE 439

SCHEDULE A

This SCHEDULE A is attached to and made a part of Commercial Note and Security Agreement made between Maryland National Bank and Lambert Paving Company dated July 30, 1986.

Used 1976 International Dump Truck  
Model 2070D, Serial # D1227FGB15105

Used Galion 4/6 Ton Tow Behind Roller,  
equipped with all standard equipment

Mailed to Secured Party

FINANCING STATEMENT

Not subject to recordation tax  
 Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Laurel Auto Body Inc.  
Address: 3227 Ft. Meade Road  
Laurel, Md 20707

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
Address: 8701 Georgia Avenue  
Silver Spring, Maryland 20910

RECORD FEE 11.00  
POSTAGE .50  
ALYRIAL CTTI 001 713433  
AUG 7 1986

3. This Financing Statement covers the following types (or items) of property: A. Equipment. All of the Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements) including, but not limited to, that which is described in any separate schedule attached hereto or at any time delivered by the Debtor to the Bank, and all proceeds thereof in any form whatsoever. B. Inventory. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located including, without limitation, raw materials, work in process or finished goods, all materials usable or used or consumed in Debtor's business, all present and future substitutions thereof and additions thereto and all proceeds and products thereof in any form whatsoever. C. Accounts. All of the Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of, the foregoing in any form whatsoever.

4. Check the statements which apply, if any, and supply the information indicated:

(If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
The above-described goods are affixed or to be affixed to:

Proceeds of the collateral are also covered.  
 Products of the collateral are also covered.

Mailed to Secured Party

1986 AUG -7 PM 4:14  
F. AUGER L. COLLISON  
CLERK

Debtor(s): Laurel Auto Body Inc. By:

*Wallace H. Lowe Jr.* Pres.  
*Richard L. Poore* Treas.  
Richard L. Poore, Treasurer

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

By: *Michael G. Livingston*  
Michael G. Livingston, Sr. Branch Officer  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1180

STATEMENT OF CONTINUATION, TERMINATION, ASSIGNMENT  
AMENDMENT OR RELEASE UNDER UNIFORM COMMERCIAL CODE  
FORM NO. 801-7 Ed. 1/69

This Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code.  
This Statement refers to original Financing Statement, Identifying File No. 248052 recorded in  
Liber 463, Folio 374-375 on 7-8-83 (Date).

1. DEBTOR(S):  
 Name(s) R.T. Leasing Associates  
 Address(es) 1710 Midway Road Odenton, Md. 21113

2. SECURED PARTY:  
 Name Maryland National Bank  
 Address 5 Crain Highway Glen Burnie, Md. 21061

Person and Address to whom Statement is to be returned if different from above.  
Return to debtor

Check mark below indicates the type and kind of Statement made hereby.  
 (Check only one Box.)

3.  CONTINUATION. The original Financing Statement referred to above is still effective.

4.  TERMINATION. The Secured Party of Record no longer claims a security interest under the original Financing Statement referred to above.

5.  ASSIGNMENT. The Secured Party of Record has assigned to the Assignee whose name and address appear below in Item 8, the Secured Party's rights under the original Financing Statement above referred to as to all the collateral described therein or such part thereof as is described in Item 8 below.

6.  AMENDMENT. The original Financing Statement above referred to is amended as set forth in Item 8 below. (Signature of Debtor is required.)

7.  RELEASE. (Partial or Full) From the collateral described in the original Financing Statement above referred to, the Secured Party of Record releases the property described in Item 8 below.

8. Blesse Semi-Automatic Multi Spindle Boring Machine Model Beaver  
 Serial # 24/83.

RECORDED 10.00  
INDEXED .50  
AUG 11 1983 7:34  
AUG 7 1983

1900 AUG 7 PM 4:14  
E AUBREY COLLISON  
CLERK

9. SIGNATURES.

SECURED PARTY

Maryland National Bank  
By Bonnie J. Michaels  
Bonnie J. Michaels Branch Officer/Manager  
(Type, Name and Title)

DEBTOR(S)

(Necessary only if Item 6 is applicable)  
Type name of each signature and if Company,  
type name of Company and Name and Title of  
Authorized Signer.

Mailed to Secured Party

1050

A.A. County

BOOK 501 PAGE 442

FINANCING STATEMENT

File No. RECORD TAX

13.00 546.00

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

50 113336 7 86

<p>1. DEBTOR(S) and Address(es)</p> <p>Garbco, Inc., T/A g. Briggs 611-A N. Hammonds Ferry Road Linthicum, Maryland 21090</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: <i>Coyne &amp; Taylor</i></p> <hr/> <p>Return to Secured Party</p>
---	---



3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of retail clothing (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other. 1. ~~1986 Pontiac Bonneville, Serial #2G2GR69H8G2263621~~, \$14,200.

*DOX*  
*13,226*  
*TAN*  
2. Executive Phone System including but not limited to one 1232 Key Service Unit, one central processor unit, 12 telephones with display, one direct station selection with console, 29 telephones, \$10,226. 3. One Wells Fargo Alarm System, \$10,226. 4. All office furniture, ~~mechanized warehouse system~~, \$55,000. *DOX TAN*

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~is~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 78,000.00

DEBTOR:  
  
Garbco, Inc., T/A g. Briggs  
(Type Name)  
By: *Thomas A. Hess*  
By: *Thomas Hess*

SECURED PARTY:  
UNION TRUST COMPANY OF MARYLAND  
By: *Deborah O. Kasper*  
Deborah O. Kasper, AVP  
(Type Name)  
19 86  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

Mailed to Secured Party

*Record: AA County Amount \$559.50*

*Dated: 7.30.86*

*135  
546-  
SD*

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

1. DEBTOR(S) and Address(es) Plaza Hardware, Inc. Easton Plaza Easton, Maryland 21601	2. SECURED PARTY and Address UNION TRUST COMPANY OF MARYLAND Baltimore & St. Paul Streets Baltimore, Maryland 21203  Attn: Harry Gemmell  Return to Secured Party
--	--

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of \_\_\_\_\_ (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

E. Other.

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction (is) ~~is not~~ exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$ 35,000.00

DEBTOR:

Plaza Hardware, Inc.  
(Type Name)  
By: [Signature]  
By: \_\_\_\_\_

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND  
By: [Signature]  
Harry B. Gemmell  
(Type Name)  
June 21, 1986 1986  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.  
Md., Va., D.C., Pa.

1150

Mailed to Secured Party

BOOK 501 PAGE 444

263205

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

3 Maturity date (if any):

1 Debtor(s) (Last Name First) and Address(es)

Terry Ray Knight  
461 Oakton Road  
Odenton, Md. 21113

2 Secured Party(ies) and Address(es)

Washington Freightliner, Inc  
4100 41st Street  
Brentwood, Md. 20722

For Filing Officer (Date, Time, Number, and Filing Office)

RECORD FEE 11.00

POSTAGE

117286 CTTI 001 113-36  
JUL 7 1986

4 This financing statement covers the following types (or items) of property:

1986 Freightliner, FLC 12064S Ser.# 1FVXYCY93GH287278

1986 15' Aluminum Dump Body # 86030361

DOCUMENT NOT SUBJECT TO RECORDATION TAX-CONDITIONAL SALES  
CONTRACT SIGNED BY DEBTOR.

5 Assignee(s) of Secured Party and Address(es)

Associates Commercial Corp  
P.O. Box A  
College Park, Md. 20740

This statement is filed without the debtor's signature to perfect a security interest in collateral (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with: ANNE ARUNDEL COUNTY

WASHINGTON FREIGHTLINER, INC.

TERRY RAY KNIGHT

By:

*Terry Ray Knight*  
Signature(s) of Debtor(s)

By:

*[Signature]*  
Signature(s) of Secured Party(ies)

603469 Rev. 12-80

Filing Officer Copy — Alphabetical

1180



Mailed to Secured Party

RECEIVED FOR RECORD  
CLERK ANNE ARUNDEL COUNTY

1986 AUG -7 PM 4:14

E. AUBREY COLLISON  
CLERK

BOOK 501 PAGE 445

This STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es) Wills, Jonathan F. Zier, Robert H. Zier, Roberta M. 3 A-1 President Point Dr. Annapolis, MD 21403		2. Secured Party(ies) and address(es) Berkeley Federal Savings & Loan 21 Bleeker Street Millburn, NJ 07041	3. Maturity date (if any): For Filing Officer (Date, Time and Filing Office)
4. This statement refers to original Financing Statement bearing File No. <u>248582</u>		RECORDED FEE 10.00 POSTAGE #11253 0777 801 TLV 38 AUG 7 1986	
Filed with <u>Anne Arundel</u> Date Filed <u>August 12, 1983</u>			

5.  Continuation. The original financing statement between the foregoing Debtor and Secured Party, bearing file number shown above, is still effective.  
6.  Termination. Secured party no longer claims a security interest under the financing statement bearing file number shown above.  
7.  Assignment. The secured party's right under the financing statement bearing file number shown above to the property described in Item 10 have been assigned to the assignee whose name and address appears in Item 10.  
8.  Amendment. Financing Statement bearing file number shown above is amended as set forth in Item 10.  
9.  Release. Secured Party releases the collateral described in Item 10 from the financing statement bearing file number shown above.  
10.

Na. of additional Sheets presented: \_\_\_\_\_

By: \_\_\_\_\_ Signature(s) of Debtor(s) (necessary only if Item 8 is applicable).

By: [Signature] Signature(s) of Secured Party(ies)

BERKELEY FEDERAL SAVINGS & LOAN

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-3

104

Mailed to Secured Party

REC'D 73

1986 AUG -7 PM 4: 14  
E. AUBREY COLLISON  
CLERK

263207

BOOK 501 PAGE 446

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name STANLEY ENGINEERING COMPANY, INC.

Address 180 Penrod Court, Building F, Glen Burnie, MD 21061

2. SECURED PARTY

Name CITIZENS BANK

Address P.O. Box 149, Broad Street & Lynn Avenue  
Elizabethton, TN 37643

RECORD FEE 11.00  
RECORD TAX 1134.00  
POSTAGE .50  
TOTAL 1145.50  
AUG 7 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

All of Debtor's machinery & equipment, furniture & fixtures, inventory & accounts receivable and general intangibles currently held and hereafter acquired including but not limited to Exhibit "A" attached hereto and incorporated herein.

"Total principal indebtedness under any contingency is \$161,715.23."

CLERK  
AUG 7 1986

1986 AUG - 7 PM 4: 14  
E. AUBREY COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

STANLEY ENGINEERING COMPANY, INC.

BY: *Kenneth Stanley*  
(Signature of Debtor)

Kenneth Stanley, President  
Type or Print Above Signature on Above Line

(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

CITIZENS BANK

BY: *Michael C Hill, VP*  
(Signature of Secured Party)

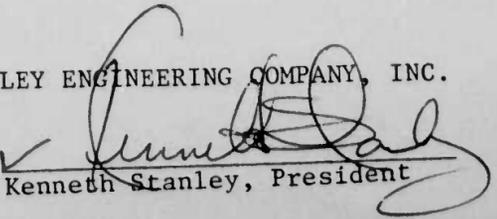
Michael C. Hill, Vice President  
Type or Print Above Name on Above Line

11-  
1134-  
50

1 MATSUURA MC-500V-DC TWIN SE# 85044811  
 SPINDLE MACHINING CENTER WITH YASNAC MX-2  
 CONTROL SE# S 4649012  
  
 1 BT35 TOOL HOLDERS  
 1 BT 35 TOOL PRESETTER  
 1 BEHIND THE READER BOARD FOR YASNAC MX-2  
 1 100' CABLE FOR BEHIND THE READER BOARD  
 1 LYNDEX DIAL READOUT .050" FOR TOOL PRESETTER  
 1 COOLANT COMMANDER, INSTALLED  
 3 NIKKEN BT35 - WE 1/4-60  
 2 NIKKEN BT35 - WE 5/8-60  
 1 NIKKEN ZK12-6U  
 2 NIKKEN ZK12-8U  
 2 NIKKEN ZK12-10U  
 2 NIKKEN ZK12-1/4U  
 2 NIKKEN ZK12-5/16U  
 2 NIKKEN ZK12-3/8U  
 5 PS-U2 PULL STUD  
 2 UNIVERSAL 509948 BT35 LOCKING FIXTURE  
 4 KURT D40 VISE, MATCHED  
 2 CHICK BLS 6C B1-LOK VISE  
 1 SET CHICK HARDENED SQUARE KEYS  
 1 UNIVERSAL BT35 LOCKING FIXTURE  
 4 SETS STEP JAW  
 1 BT35-MTA-60  
 1 BT35 PULL STUD  
 1 18002 S & L TAPPING MACHINE W/AUTO LUB SYSTEM  
 2 TK8 0 - 6 & #8 COLLETS  
 1 MITUTOYO B-231 COORDINATE MEASURING MACHINE, SE# 86031025 010004000  
 W/MICRO PACK 21B, SE# A423603X AND TP-1 TOUCH PROBE  
 1 050141 ORIGIN SPHERE  
 1 930613 SEMI CYLINDRICAL PROBE  
 1 593467 POINT PROBE  
 1 932379 BALL PROBE  
 1 536185 TAPER PROBE  
 1 930802 CHUCK PROBE  
 1 ARROW A-10 AIR DRYER

Mailed to Secured Party

STANLEY ENGINEERING COMPANY, INC.

 BY:   
 Kenneth Stanley, President

Book 501 page 447

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 472 Page No. 67  
Identification No. 251453 Dated 3/28/84

1. Debtor(s) { Martens Subaru of Annapolis, Inc.  
Name or Names—Print or Type  
240 West Street, Annapolis, Md. 21401  
Address—Street No., City - County State Zip Code

2. Secured Party { Equitable Bank, National Association  
Name or Names—Print or Type  
100 S. Charles Street, 7th fl., Baltimore, Md. 21202  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

RECORD FEE 10.00  
POSTAGE .50  
BALTIMORE CITY MD 21201-40  
JUL 7 1986

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>AMENDMENT</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

Dealer's name is changed to:  
MARTENS CARS OF ANNAPOLIS, INC.

1986 AUG - 7 PM 4:14  
E. AUBREY & COLLISON  
CLERK



Mailed to Secured Party

Dated: 7/25/86 Equitable Bank, N.A.  
Name of Secured Party  
Paul R. Beares  
Signature of Secured Party  
Paul R. Beares, V.P.  
Type or Print (Include Title if Company)

Lucas Bros. Form T-1

RETURN TO:  
Equitable Bank, N.A.  
100 Light Street, 7th fl.  
Baltimore, Md. 21202  
ATTN: Paul Beares

1050

314 MERCE ST.  
P.O. BOX 218  
ANAPOLIS, MD 21402  
(410) 421-1713

263208

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 448  
Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name FRONTIER TECHNOLOGIES INC.  
Address 2444 SOLOMEN'S ISLAND ROAD # 205 ANNAPOLIS, MARYLAND 21401

2. SECURED PARTY

Name Laureldale Leasing Associates  
Address 16 S. Calvert St., Suite 400  
Baltimore, MD 21202

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

DESK, CREDENZA, 2 CHAIRS, 2 SIDE CHAIRS

Name and address of Assignee  
Maryland National Bank  
10 Light Street  
Baltimore, MD 21202

RECORDED FEE 11.00  
119222 011 001 113741  
AUG 7 86

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Mark Houston-Luciani*  
(Signature of Debtor)  
Type or Print Above Name on Above Line  
\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)  
Type or Print Above Signature on Above Line



1966 AUG -7 PM 4:14  
E. AUBREY COLLISON  
CLERK

STATE OF MARYLAND  
BOOK 501 PAGE 449  
FINANCING STATEMENT FORM UCC-1

AA Co. CM 06 11.50  
Identifying File No. 263209

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Chesapeake Charter, Inc.  
Address 424 Broadneck Road, Annapolis, Maryland 21401

2. SECURED PARTY

Name First Maryland Leasecorp  
Address 25 South Charles Street  
Baltimore, Maryland 21201

RECORDED FE 11.00  
FILING FEE .50  
TOTAL 11.50  
AUG 7 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Five (5) New 1986 International Model 1853 school buses s/n's 1HVLPHYN4GHA39805, 1HVLPHYN6GHA40759, 1HVLPHYN9GHA39816, 1HVLPHYN5GHA40767, and 1HVLPHYN3GHA51380 with model 86-2920S Thomas 66 passenger school bus bodies; including, without limitation, all additions, attachments, accessions, replacement parts, substitutions, trade-ins, and improvements hereto and thereof, and all existing and future accounts, contract rights, general intangibles, instruments, documents, chattel paper, insurance proceeds, books and records, and all proceeds related to, arising from, or in connection with the foregoing equipment.

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

1986 AUG -7 PM 4:15  
E. AUSTREY COLLISON  
CLERK

Chesapeake Charter, Inc.  
*John J. Lonergan, Jr.*  
(Signature of Debtor)

John J. Lonergan, Jr.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

G.L. CLERK

First Maryland Leasecorp  
*Calvin J. Bennett*  
(Signature of Secured Party)

Type or Print Above Signature on Above Line

1150

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Besche Oil Company, Inc.  
Address Old Washington Road, Waldorf, MD 20601

RECORDED FEE 11.00  
BY \_\_\_\_\_ DATE 7-14-86  
1986 AUG 7 86

2. SECURED PARTY

Name Mellon Bank (East) National Association  
Address Mellon Bank Center, Philadelphia, PA 19102

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) April 1, 1991

4. This financing statement covers the following types (or items) of property: (list)

Two (2) Multi-Grade Blend Pumps

together with all attachments, accessories, replacements and substitutions therefor, as well as all proceeds of the foregoing.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) the above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

930 Galesville Road  
Galesville, MD 20765

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Besche Oil Company, Inc.

(Signature of Debtor)

Michael A. Besche  
Type or Print Above Signature on Above Line

*[Handwritten Signature]*  
(Signature of Debtor)

Type or Print Above Signature on Above Line

Mailed to Secured Party



1986 AUG -7 PM 4:15  
E. AUDREY COLLISON  
CLERK

Mellon Bank (East) National Association

*[Handwritten Signature]*  
(Signature of Secured Party)

BETH A. WOODRING  
Type or Print Above Name on Above Line

11

263211

BOOK 501 PAGE 451

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

11.00  
MORTGAGE .50  
#19314 0777 R01 114:32  
AUG 7 86

1. DEBTOR

Name James R. Werfel  
Address 581 West Bay Front Road, Lothian, MD 20711

2. SECURED PARTY

Name John Deere Co.  
Address 4949 Court Street & Deere Rd.  
Syracuse, NY 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

John Deere 850 Utility Diesel Tractor  
w/MFWD, bar tires, roll guard, & canopy  
S/N 22043

John Deere 75 loader & bucket  
S/N 015760

John Deere No 8 Backhoe & Buckets  
S/N 001992

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

G.L. CLERK  
1986 AUG - 7 PM 4:16  
E. AUBREY COLLISON  
CLERK

*James R. Werfel*  
(Signature of Debtor)  
James R. Werfel  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

*Robert P. Murphy*  
(Signature of Secured Party)  
Robert P. Murphy, Administrator  
Type or Print Above Signature on Above Line

Mailed to Secured Party

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated July 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Major Vend, Inc.

Address 1548 Lodge Pole Ct. Annapolis, MD 21401

RECORDED FEE 11.00  
FILING FEE .50  
TOTAL FEE 11.50  
AUG 7 1986

2. SECURED PARTY

Name State Sales & Service Corporation

Address 7160 Ambassador Road

Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Return For FCA, P.O. Box 300, Baltimore, MD 21207

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Rockola 6-Set Cold Drink #2407
- 1 Mars Micro Mech MC5800 Coin Changer #606-09466

1986 AUG -7 PM 4:16  
E. AUDREY COLLISON  
CLERK



CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Major Vend, Inc.

(Corporate or Trade Name)

*Louis Chernock*  
(Signature of Debtor)

Louis Chernock, Pres.

Type or Print Signature

(Signature of Debtor)

Type or Print Signature

Mailed to Secured Party

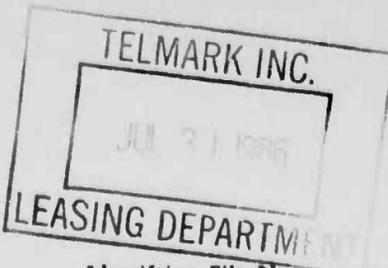
State Sales & Service Corporation

*Stephen B. Koenigsberg*  
(Signature of Secured Party)

Stephen B. Koenigsberg, Exec. V.P.

Type or Print Above Signature on Above Line

1180



263213

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/24/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. ~~DEBTOR~~ Lessee

Name Robert J. & Patricia K. Morris  
Address 3876 Salamons Island Rd, Harwood, Md, 20776

2. ~~SECURED PARTY~~ Lessor

Name Telmark Inc.  
Address P.O. Box 4943 Syracuse, N.Y. 13221

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

RECORD FEE 12.00  
FILED 8777 REC 114732  
AUG 7 86

4. This financing statement covers the following types (or items) of property: (list)

- 1
- 1-MF 240 tractor
- 1-MF 232 Front end loader

This is a lease transaction this filing is made for informational purposes only

1986 AUG -7 PM 4:16  
E. AUBREY COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Mailed to Secured Party

Robert J. Morris  
(Signature of ~~Debtor~~) LESSEE

Robert J. Morris  
Type or Print Above Name on Above Line

Patricia K. Morris  
(Signature of ~~Debtor~~) LESSEE

Patricia K. Morris  
Type or Print Above Signature on Above Line

Linda Henderson  
(Signature of Secured Party) LESSOR

TELMARK INC.  
Type or Print Above Signature on Above Line  
LINDA HENDERSON  
LEASE/DOCUMENTATION SUPERVISOR

THIS LESSEE IS A FARMER  
AND THIS EQUIPMENT IS TO BE USED  
IN THAT OPERATION

12

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated July 31, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name A & W Vending, DiGiorgio, ANDREW JOHN  
Address 1423 Georgia Avenue Severna Park, MD 21144

2. SECURED PARTY

Name State Sales & Service Corporation  
Address 7160 Ambassador Road  
Baltimore, MD 21207

Person And Address To Whom Statement Is To Be Returned If Different From Above.

Return To: FCA, P.O. Box 508, Baltimore, MD, 21203

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

- 1-Rowe 4900 S Snack 35 Sel #12310
- 1-Mars Micro Mech MC5000 Changer #605-15341

RECORD FEE 12.00  
PROPERTY 1.50  
PROPERTY TAX 1143.34  
86 7 86

1986 AUG -7 PM 4:16  
G.L. CLERK  
COLLISON



CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

A & W Vending

(Corporate or Trade Name)

Andrew John DiGiorgio Sr  
(Signature of Debtor)

Andrew John DiGiorgio Sr, Owner  
Type or Print Signature

State Sales & Service Corporation

(Signature of Secured Party)

Stephen B. Koenigsberg, Exec. V.P.

Type or Print Signature

Type or Print Above Signature on Above Line

Mailed to Secured Party

1250

BOOK 501 # 455

263215

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

<b>1 Debtor(s) (Last Name First) and Address(es)</b> I.S.S. Corporation 119 Ilene Road Glen Burnie, Maryland 21061	<b>2 Secured Party(ies) and Address(es)</b> Motorola C & E, Inc. P.O. Box 8788 BWI Airport, MD 21240X	<b>3 Maturity date (if any):</b> For Filing Officer (Date, Time, Number, and Filing Office)  RECORD FEE 11.00 POSTAGE .50 #1 7320 DTI R01 T14141 AUG 7 1986
<b>4 This financing statement covers the following types (or items) of property:</b>  ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENTORY OWNED OR HEREAFTER ACQUIRED BY DEBTOR.  "NOT SUBJECT TO RECORDATION TAX"		<b>5 Assignee(s) of Secured Party and Address(es)</b> Associates Capital Services Cor 7240 Parkway Drive Ste 140 Hanover, MD 21076

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with:

I.S.S Corporation  
 By: Edwin C. Smith Signature(s) of Debtor(s)  
 President  
 Filing Officer Copy — Alphabetical

Motorola C & E, Inc.  
 By: Lise Mangerie Signature(s) of Secured Party(ies)  
 Contract Specialist  
 603469 Rev. 12-80

Mailed to Secured Party



RECEIVED FOR RECORD  
 HANOVER, MARYLAND COUNTY  
 1986 AUG -7 PM 4: 16  
 E. AUBREY COLLISON  
 CLERK

BOOK 501 PAGE 456

263216

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1. Debtor(s) (Last Name First) and address(es)

Shanks, Ferrell & Elizabeth  
The Docu-Data Corporation  
8360 Route 3 North  
Millersville, MD. 21108

2. Secured Party(ies) and address(es)

CLARION HOTEL ASSOCIATES  
LIMITED PARTNERSHIP  
c/o Sybedon Corporation  
1211 Avenue of the Americas  
Rockefeller Center  
New York, New York 10036

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Clarion Hotel Associates Limited Partnership, a Connecticut limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

5. Assignee(s) of Secured Party and Address(es)

RECORD FEE 11.00

POSTAGE .50

AUG 7 86

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

X *J B Shanks*

X *Elizabeth A. Shanks*

Signature(s) of Debtor(s)

CLARION HOTEL ASSOCIATES LIMITED PARTNERSHIP  
By: Sybedon Corporation, the General Partner

*Sean M. Seary*

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)



RECEIVED FOR RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

1986 AUG -7 PM 4:18

E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

BOOK 501 PAGE 457

263217

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Maisel, Gerald R.  
Maisel Brothers, Inc.  
P.O. Box 267  
Glen Burnie, MD. 21061

**NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA  
70 Pine Street  
New York, New York 10270**

RECORD FEE 12.00  
POSTAGE .50  
007352 0777 001 114152  
AUG 7 1986

4. This financing statement covers the following types (or items) of property:

5. Assignee(s) of Secured Party and Address(es)

**Debtor's limited partnership interest in Clarion Hotel Associates Limited Partnership, a Connecticut limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.**

Not subject to Maryland recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

By: [Signature]  
Signature(s) of Debtor(s)

**NATIONAL UNION FIRE INSURANCE OF PITTSBURGH, PA**  
By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)



1250

RECORDED FOR RECORD  
SOUTH CAROLINA COUNTY

1986 AUG -7 PM 4:18

AUBREY COLLISON  
CLERK

Mailed to Secured Party

262213

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1 Debtor(s) (Last Name First) and address(es)  
Maisel, Gerald R.  
Maisel Brothers, Inc.  
P.O. Box 267  
Glen Burnie, MD. 21061

2. Secured Party(ies) and address(es)  
**CLARION HOTEL ASSOCIATES  
LIMITED PARTNERSHIP**  
c/o Sybedon Corporation  
1211 Avenue of the Americas  
Rockefeller Center  
New York, New York 10036

3. Maturity date (if any):  
For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 12.00  
POSTAGE .50  
11:53 AM DTW MI 114:52  
AUG 7 1986

4 This financing statement covers the following types (or items) of property

Debtor's limited partnership interest in Clarion Hotel Associates Limited Partnership, a Connecticut limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

**CLARION HOTEL ASSOCIATES LIMITED PARTNERSHIP**  
By: Sybedon Corporation, the General Partner

By: [Signature]  
Signature(s) of Debtor(s)

By: [Signature]  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)



Mailed to Secured Party

1750.

RECEIVED FOR RECORD  
ROOM 2017 BANK COUNTY

1986 AUG -7 PH 4:18

E. AUBREY COLLISON  
CLERK

A 74495

~~11/80~~  
99

BOOK 501 PAGE 459

263219

**FINANCING STATEMENT** FORM UCC-1  
ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

Identifying File No. \_\_\_\_\_

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here

This financing statement Dated 7/15/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name First National Bank of Md.  
Address 6704 Curtis Court, Glen Burnie, MD 21061

2. SECURED PARTY

Name American Equipment Leasing  
Address PO Box 1258  
Reading, PA 19603

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

1 - R-200 Fax Machine

This financing statement is being recorded for notice purposes only and shall not be deemed to grant the debtor any property interest in the equipment herein described.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

First National Bank of Maryland  
[Signature] V.P.  
(Signature of Debtor)

Howard A. Watson,  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

American Equipment Leasing Co., Inc.

[Signature]  
(Signature of Secured Party)

Dawn C. McCoy, Opera. Coord.  
Type or Print Above Signature on Above Line

RECORD FEE 11.00  
POSTAGE .50  
AUG 11 1986 11:46 AM  
AUG 7 1986

1986 AUG -7 PM 4:17  
E. AUBREY COLLISCH  
CLERK

G.L. CLERK

Mailed to Secured Party

1/80.

STATEMENT OF CONTINUATION, TERMINATION, RELEASE, ASSIGNMENT, ETC.

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No. ....	
Date & Hour .....	

This Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  
File Number of original Financing Statement  
Date of Filing Jan 23, 1984 Record Reference Book 469 Page 577  
Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
FJW, INC.		(old address) 1727 Swinburne ave. Crofton, Md. 21114 (new address) 4907 Rocky Spring Lane Bowie, Md. 20715		

Name of Secured Party or assignee	No.	Street	City	State
Minor and Gillions Masonry	9101	Cherry Lane #108	Laurel, Md.	20708

CHECK APPLICABLE STATEMENT

- CONTINUATION  
The original Financing Statement identified above by file number is still effective.
- TERMINATION  
The original Financing Statement identified above by file number is terminated and the secured party no longer claims a security interest under the financing statement.
- RELEASE  
From the property described in the original Financing Statement identified above, the property described below is released.
- ASSIGNMENT  
The secured party assigns to the assignee named below the rights of the secured party under the original Financing Statement identified above.
- OTHER

RETURN TO:

580 C Backhoe  
Serial number 5323476



RECEIVED  
1986 AUG -7 PM 4:16  
E. AUBREY COLLISON  
CLERK

Debtor(s) or assignor(s)

Mailed to Secured Party

*Edward Wilson*  
*Edward Wilson*  
EDWARD WILSON

*F. J. W. Inc* (Seal)  
(Corporate, Trade or Firm Name)

*Walter M...*  
Signature of Secured Party or Assignee  
Partner, Minor & Gillions Masonry

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

104

BOOK 501 PAGE 481

203256

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No. ....	
Date &	
Hour .....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
KILDUFF, RICHARD J.	215	Margoth Beach Rd	Pasadena, Md	21122
KILDUFF, ANNA M	215	Margoth Beach Rd	Pasadena Md	21122

Name of Secured Party or assignee	No.	Street	City	State
GRIFFITH CONSUMERS	2510	Schuster Drive	Cheverly Md	20781

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

*Furnish and install one whirlpool 24000 Btu Vintage Heat pump to include new thermostat, condensate pump, A coil, refrigerant lines, and primary operating controls, also necessary wiring from existing electrical panel.*

RECORD FEE 12.00  
SEARCH 2.50  
TOTAL 14.50  
AUG 7 1986

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction(s) being publicized by this Financing Statement is *is not* subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)

<i>X</i> <u>Richard J. Kilduff</u> Richard J. Kilduff	<u>Griffith Consumers Company (Seal)</u> (Corporate, Trade or Firm Name)
<i>X</i> <u>Anna M. Kilduff</u> Anna M. Kilduff	<u>Jamene M. Dennis</u> Signature of Secured Party or Assignee Treasurer
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)



RECORDS & CLERK  
SPRINGFIELD COUNTY

1986 AUG -7 PM 4:18  
E. AUBREY COLLISON  
CLERK

Mailed to Secured Party

12.50

*Anne Dennis*

203257

FINANCING STATEMENT

Check below if goods are or are to become fixtures.

TO BE RECORDED IN LAND RECORDS

For Filing Officer Use	
File No. ....	
Date & .....	
Hour .....	

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

Name(s) of Debtor(s) or assignor(s) (Last Name First)	No.	Street	City	State
PURDHAM WAYNE S.	1349	HANOVER Rd	HANOVER Md.	21076
PURDHAM DORIS	1349	HANOVER Rd	HANOVER Md	21076

RECORD FEE 12.00  
STAMP FEE .50

Name of Secured Party or assignee	No.	Street	City	State
GRIFFITH CONSUMERS CO.	2510	Schuster Drive	Cheverly Md	20781

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

FURNISH AND INSTALL ONE 112,000 BTU whirlpool oil FURNACE, WITH NEW BURNER, OPERATING CONTROLS AND THERMOSTAT. CONNECT TO EXISTING SUPPLY AND RETURN PIPINGS, ELECTRIC OIL LINES, AND FLOE. SET UNIT ON 4" BLOCK, REMOVE OLD FURNACE FROM PREMISES.

RETURN TO:

(If affixed to realty—state value of each article)

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING The underlying secured transaction (s) being publicized by this Financing Statement is is not subject to the Recordation Tax imposed by Article 81, §§ 277, 278 annotated Code of Maryland, as amended. If subject, the principal amount of the debt is

Debtor(s) or assignor(s)	
<u>Wayne S. Purdham</u> Wayne S. Purdham	<u>Griffith Consumers Co. (Seal)</u> (Corporate, Trade or Firm Name)
<u>Doris Purdham</u> Doris Purdham	<u>[Signature]</u> Signature of Secured Party or Assignee Treasurer
(Type or print name under signature)	(Owner, Partner or Officer and Title) (Signatures must be in ink)

Mailed to Secured Party

7-9

RECEIVED FOR RECORD  
1986 AUG -7 PM 4:18  
E. AUBREY COLLISON  
CLERK

12.50  
AME  
annette

BOOK 501 PAGE 483

263220

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

1 Debtor(s) (Last Name First) and address(es)

Shanks, Ferrell & Elizabeth  
The Docu-Data Corporation  
8360 Route 3 North  
Millersville, MD. 21108

2. Secured Party(ies) and address(es)

NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA  
70 Pine Street  
New York, New York 10270

3. Maturity date (if any):

For Filing Officer (Date, Time,  
Number, and Filing Office)

RECORD FEE 11.00

POSTAGE .50

FILED OFFICE BALTIMORE

5. Assignee(s) of Secured Party and  
Address(es)

AUG 7 86

4 This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in Clarion Hotel Associates Limited Partnership, a Connecticut limited partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered.  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

By: J B Shanks  
Elizabeth A. Shanks  
Signature(s) of Debtor(s)

NATIONAL UNION FIRE INSURANCE OF PITTSBURGH, PA  
By: Ted Lambinos  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

1150.

Mailed to Secured Party

RECEIVED FOR RECORD  
BALTIMORE COUNTY

1986 AUG -7 PM 4:18

E. AUBREY COLLISON  
CLERK

STATE OF MARYLAND BOOK 501 PAGE 404

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254953

RECORDED IN LIBER 480 FOLIO 377 ON 12/12/84 (DATE)

1. DEBTOR

Name Alvin Phelps T/A A. J. Phelps Land Clearing Company

Address P.O. Box 85, Jessup, Maryland 20794

2. SECURED PARTY

Name Union Trust Company of Maryland

Address P.O. Box 1077, Baltimore, MD 21203

Credit Alliance Corporation, P.O. Box 1680, Glen Burnie, MD 21061  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<input type="checkbox"/> <b>A. Continuation</b> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.	<input type="checkbox"/> <b>B. Partial Release</b> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:
	<input type="checkbox"/> <b>C. Assignment</b> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:	<input checked="" type="checkbox"/> <b>D. Other: Termination</b> (Indicate whether amendment, termination, etc.)
	RECORD FEE 10.00 JUDGE .50 AUG 21 1986 11:45 AM 25 7 86	

Union Trust Company of Maryland



Dated 7/30/86

Marianne K. Bacci, CFO  
(Signature of Secured Party)

Marianne K. Bacci, CFO  
Type or Print Above Name on Above Line

1050:

Mailed to Secured Party

1986 AUG -7 PM 4:18  
E. AUDREY COLLISON  
CLERK

BOOK 501 PAGE 485

263221

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

RECORD FEE 11.00  
 FILING FEE .50  
 BY FAX CITY 201 714 2734  
 AUG 7 86

DEBTOR  
 \_\_\_\_\_  
 Hardin-Huber, Inc.  
 (Name)  
 1230 Cronson Boulevard  
 (Address)  
 Crofton, Md. 21114

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND  
 \_\_\_\_\_  
 Attn: Kathy Lewis Banc 121-011  
 (Name of Loan Officer)  
 P.O. Box 1526  
 (Address)  
 Baltimore, MD 21203

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

1) all of the now owned and hereafter acquired machinery, equipment, furniture, fixtures (whether or not attached to real property), supplies and other personal property of Borrower, including any leasehold interests therein and all replacement parts and annexations thereto (herein called "Equipment"); all of Borrower's now owned or hereafter acquired and/or created accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services (herein called "Accounts"); all of Borrower's now owned and hereafter acquired inventory, wherever located, including but not limited to raw materials, parts, containers, work in process, finished goods, wares and merchandise, and goods returned for credit, repossessed, reclaimed or otherwise reacquired by Borrower and all products and proceeds thereof including but not limited to sales proceeds of any kind (herein called "Inventory"); and all other now owned and hereafter acquired assets of Borrower, including but not limited to all leases, rents, chattels, leasehold improvements, installment purchase and/or sales contracts, bonds, stocks, certificates, advances, deposits, tradenames, licenses, patents and cash value of life insurance, all of which, including the above-described Equipment, Accounts Inventory, shall herein be called "Assets", (2) all proceeds (including insurance proceeds) and products of the above-described Assets; (3) any of Borrower's assets in which Bank has been or is hereafter granted a security interest under any security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into possession of Bank, as well as all proceeds and products thereof; (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)  
 Hardin-Huber, Inc. (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
 Michael W Huber President  
 (Print or Type Name)

DEBTOR (OR ASSIGNOR)  
 The First National Bank Of Maryland (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print or Type Name)

1986 AUG - 7 PM 11:19  
 88-0860A-008  
 AUDREY COLLISCH  
 CLERK

L. L. CLERK

1150

Mailed to Secured Party

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 119,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

\_\_\_\_\_  
Hardin-Huber, Inc.  
 (Name)  
1230 Cronson Boulevard  
 (Address)  
Crofton, Maryland

SECURED PARTY (OR ASSIGNEE)  
THE FIRST NATIONAL BANK OF MARYLAND

Attn. Catherine T. Lewis  
 (Name of Loan Officer)  
18 West Street  
 (Address)  
Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

See Attached Schedule "A"

RECORD FEE 11.00  
 RECORDATION TAX 833.00  
 FORTAGE .50  
 011356 0777 R01 114:55  
 MS 7 86

1986 AUG -7 PM 4:19  
 E. CLARK COLLISON  
 CLERK



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk. Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

DEBTOR (OR ASSIGNOR)

Michael W. Galt President (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print or Type Name)

DEBTOR (OR ASSIGNOR)

\_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Signature)  
 \_\_\_\_\_ (Print or Type Name)

1150.

1	<p>BELOW IS YOUR QUOTATION REQUEST:</p> <p>MOBILE DRILL UNIT MODEL B80 WITH          10 SPEED ROTATION HEAD, SLIDRAMATIC,          BASIC CONTROL PANEL FOR AUGER, CORE          AND ROTARY DRILLING, WORK TABLE FOR          GUIDE AND BREAKOUT ACCESSORIES, WITH          22' STROKE AND BASIC UNIT FOR PTO          INSTALLATION.....          WITH THE FOLLOWING:          1200 LB. WIRELINE HOIST          2600 LB. AUXILIARY HYDRAULIC HOIST          WITH 100' OF 5/16" CABLE AND HOOK          12,000 LB. MAIN HOIST WITH 100'          OF 1/2" CABLE AND SWIVEL SAFETY HOOK          2500 LB. 8" AUXILIARY CATHEAD          CROWN BLOCK ASSEMBLY REQUIRED FOR          HOIST OPTIONS.....          SPLINED FLOATING SPINDLE          AIR/WATER SWIVEL 2" APT          2" STANDPIPE          HYDRAULIC BREAKOUT WRENCH          GUIDE BUSHINGS (3 1/2" OD DRILL PIPE)          AUGER BASE GUIDE (7"-2 1/4" X 3 1/2" HSA)          AUGER BASE GUIDE (10")          ROD ADAPTOR-NWML PIN          2" HEX UNIVERSAL AUGER COUPLING ,BOX          HYDRAULIC ROD CLAMP          JAW SET FOR ABOVE - AW ROD SIZE 2 7/8"          STANDARD BODY FOR 12'-16' TANDEM AXLE          VEHICLE INC. 2 DOUBLE UNIT TOOL BOXES BELOW DECK          AND TWO COMBINATION AUGER/ROD RACKS ABOVE DECK.          MANUAL HINGED UNDERSLUNG AUGER RACK          DRILL ROD STORAGE COMPARTMENT UNDER DRILL DECK          FRO ROD THROUGH 2 5/8" OD.          36" HYDRAULIC STABILIZING JACKS, SET OF          two, REAR MOUNTED, 18" ROAD CLEARANCE          36" STROKE HYDRAULIC STABILIZING JACK, FRONT          BUMPER MOUNT ,24" ROAD CLEARANCE          WATER TANK, 500 GAL. CAPACITY          SINGLE STEP PLATFORM, -INSTALLED          HEAVY DUTY BUMPER EITH BRUSH GUARD          INCLINED 140# SAFETY HAMMER RACK, INSTALLED          MOYNO PUMP 3X4, MODEL 4EOES1          1986 INTERNATIONAL TRUCK FOR MOUNTING          CABLE FOR WIRLINE HOIST 150'          PTO UNIT</p>
20	<p>DRILL ROD 2 7/8 OD X 10' LONG W/ KAYHEW          JR. JOINTS</p>
1	<p>DRILL ROD 2 7/8 OD X 10' LONG W/ MAYHEW          JR. JOINTS</p>
1	<p>WATER PUMP, 4X3 CENTRIFUGAL</p>
1	<p>STABILIZER 5 1/2" X 10' LONG WITH 2 3/8          MAYHEW JR. BOX</p>
1	<p>7 7/8" TRI CONE ROCK BIT</p>
1	<p>SUB- 6 5/8 REG. BOX TO 2 3/8 MHJ PIN</p>
1	<p>2 3/8 MHJ HOISTING PLUG (MURRAY TYPE)</p>
1	<p>ALUMINUM MUD TANK-250 GAL.</p>
1	<p>SUB- BOX TO 2 3/8 MHJ PIN</p>
	<p>TOTAL , FOB FACTORY</p>

Mailed to Secured Party

263223

Anne Arundel Co.  
A/C 03024-5  
STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to records-  
don tax indicate amount of taxable debt here. \$ 25,000.00

If this statement is to be recorded  
in land records check here.

Recordation Tax paid to Anne Arundel Co. in the amount of \$175.00.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the  
Uniform Commercial Code.

1. DEBTOR

Name Sharp Trucking Co., Inc.

Address 4975 Muddy Creek Road West River, MD 20778

2. SECURED PARTY

Name Credit Alliance Corporation

Address P. O. Box 1680, 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in  
attached entire Agreement &/or in any Schedule prepared in  
connection therewith. This UCC form together with the attached  
Security Agreement &/or Schedule are being submitted for filing  
herewith as a financing statement."

RECORD FEE 17.00  
RECORD TAX 175.00  
POSTAGE .50  
#19537 CTR 001 T14:57  
AUG 7 86

CLERK  
79

1986 AUG - 7 PM 4: 19  
E. AUSTIN COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Sharp Trucking Co., Inc.

Mary E. Sharp Pres  
(Signature of Debtor)

Mary E. Sharp Pres  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Credit Alliance Corporation

Larry F. Kimmel

(Signature of Secured Party)

Larry F. Kimmel Asst. V.P.

\_\_\_\_\_  
Type or Print Above Signature on Above Line

175-5

—SECURITY AGREEMENT—  
MORTGAGE ON GOODS AND CHATTELSTHIS MORTGAGE made the 28th day of July, 1986 by and betweenSharp Trucking Co., Inc., having its principal place of business at  
4975 Muddy Creek Road West River, MD 20778"Mortgagor" and Credit Alliance Corporation "Mortgagee".

## WITNESSETH

1 To secure the payment, with interest thereon, and the performance and fulfillment of any and all Mortgage Obligations (as hereinafter defined) of Mortgagor to Mortgagee, which is hereby confessed and acknowledged, Mortgagor hereby grants, assigns, transfers, bargains, sells, conveys, confirms, pledges and mortgages to Mortgagee, all and singular, the goods, chattels and property described in the annexed Schedule A and all other goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and property of every kind and nature, wherever located, now or hereafter belonging to Mortgagor (all such goods, chattels, machinery, equipment, inventory, accounts, chattel paper, notes receivable, accounts receivable, furniture, fixtures and other property being hereinafter referred to as the "Mortgaged Property"), to have and to hold the same unto Mortgagee forever. PROVIDED, however, that if Mortgagor shall fully timely and faithfully pay, perform and fulfill the Mortgage Obligations, time being of the essence hereof and of the Mortgage Obligations, then this Mortgage shall be void, but otherwise shall remain in full force and effect.

2 The term "Mortgage Obligations" as used herein shall mean and include any and all loans, advances, payments, extensions of credit, endorsement, guaranties, benefits and financial accommodations heretofore or hereafter made, granted or extended by Mortgagee or which Mortgagee has or will become obligated to make, grant or extend to or for the account of Mortgagor, and any and all interest, commissions, obligations, liabilities, indebtedness, charges and expenses heretofore or hereafter chargeable against Mortgagor by Mortgagee or owing by Mortgagor to Mortgagee or upon which Mortgagor may be or have become liable as endorser or guarantor, and any and all renewals or extensions of any of the foregoing, no matter how or when arising and whether under any present or future agreement or instrument between Mortgagor and Mortgagee or otherwise, including, without limitation, any and all obligations and/or indebtedness of any and every kind arising out of one or more conditional sale contracts, equipment lease agreements, notes, security agreements, trust receipts and/or bailment agreements, and the amount due upon any notes or other obligations given to or received by Mortgagee for or on account of any of the foregoing, and the performance and fulfillment by Mortgagor of all the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage and in any note or notes secured hereby and in any present or future agreement or instrument between Mortgagor and Mortgagee.

3 Mortgagor covenants and agrees with and warrants to Mortgagee that the Mortgaged Property described in the annexed Schedule A is in the possession of Mortgagor at its principal place of business (which is Mortgagor's address shown above), unless a different location is specifically shown on said Schedule A for any one or more items, that all of the Mortgage Obligations are acknowledged and declared to be secured by this Mortgage and that Mortgagor will fully and faithfully pay, perform and fulfill all of the Mortgage Obligations, with late charges thereon from and after maturity, whether by acceleration or otherwise, at the rate of 1/15 of 1% per day except where such rate is in excess of the maximum permitted by applicable law, in which event the rate shall be such maximum lawful rate. Mortgagor further covenants and agrees with and warrants to Mortgagee that:

(a) Mortgagor is the lawful owner of the Mortgaged Property and has the sole right and lawful authority to make this Mortgage, the Mortgaged Property and every part thereof is free and clear of all liens and encumbrances of every kind, nature and description (except any held by Mortgagee); and Mortgagor will warrant and defend the Mortgaged Property against all claims and demands of all persons.

(b) Mortgagor will keep the Mortgaged Property free and clear of all attachments, levies, taxes, liens and encumbrances of every kind, nature and description. Mortgagor, at its own cost and expense, will maintain and keep the Mortgaged Property in a good state of repair, will not waste nor abuse nor destroy the same or any part thereof and will not be negligent in the care and use thereof, and Mortgagor will not sell, assign, mortgage, lease, pledge or otherwise dispose of the Mortgaged Property without the prior written consent of Mortgagee. Mortgagee is hereby authorized to file one or more financing statements and/or a reproduction hereof as a financing statement.

(c) Mortgagor will insure the Mortgaged Property in the name of Mortgagee against loss or damage by fire and extended coverage perils, theft, burglary, pilferage, and also, where requested by Mortgagee, against other hazards, with companies, in amounts and under policies acceptable to Mortgagee, the proceeds to be payable to Mortgagee, and all premiums thereon shall be paid by Mortgagor and the policies assigned and delivered to Mortgagee. Mortgagor hereby irrevocably appoints Mortgagee as Mortgagor's Attorney-in-Fact to make claim for, receive payment of and execute and endorse all documents, checks or drafts received in payment for any loss or damage under any of said insurance policies and to execute any documents or statements referred to herein.

(d) Mortgagor will not remove the Mortgaged Property from its present location without the prior written consent of Mortgagee nor change its present business locations without at least thirty days' prior written notice to Mortgagee and at all times will allow Mortgagee or its representatives free access to and right of inspection of the Mortgaged Property, which shall remain personal and not become part of any realty, and nothing shall prevent Mortgagee from removing same or so much thereof as Mortgagee, in its sole discretion may determine, from any premises to which it may be attached and/or upon which it may be located upon breach of this Mortgage. Mortgagor agrees to deliver to Mortgagee appropriate waivers, satisfactory to Mortgagee, of owners and/or mortgagees of any such premises.

(e) Mortgagor shall comply (so far as may be necessary to protect the Mortgaged Property and the lien of this Mortgage thereon) with all of the terms and conditions of leases covering the premises wherein the Mortgaged Property is located and with any orders, ordinances, laws or statutes of any city, state or other governmental department having jurisdiction with respect to the premises or the conduct of business thereon, and, where requested by Mortgagee, will correct any informalities or execute any written instruments and do any other acts necessary to more fully effectuate the purposes and provisions of this instrument.

(f) Mortgagor will indemnify and save Mortgagee harmless from all loss, costs, damage, liability or expense including reasonable attorneys' fees that Mortgagee may sustain or incur to obtain or enforce payment, performance or fulfillment of any of the Mortgage Obligations or in the enforcement or foreclosure of this Mortgage or in the prosecution or defense of any action or proceeding either against Mortgagor or against Mortgagee concerning any matter growing out of or connected with this Mortgage and/or any of the Mortgage Obligations and/or any of the Mortgaged Property.

(g) If Mortgagor is a corporation, the execution of this Mortgage has been duly consented to and authorized by all of the stockholders of Mortgagor and duly authorized by its Board of Directors. Mortgagor agrees to deliver to Mortgagee evidence thereof satisfactory to Mortgagee immediately upon request.

4 If Mortgagor shall default in the performance or fulfillment of any of the terms, conditions, promises, covenants, provisions and warranties on Mortgagor's part to be performed or fulfilled under or pursuant to this Mortgage, Mortgagee may, at its option, without waiving its right to enforce this Mortgage according to its terms, immediately or at any time thereafter, and without notice to or demand upon Mortgagor, perform or fulfill the same, or cause the performance or the fulfillment of the same, for the account and at the sole cost and expense of Mortgagor, and the cost and expense thereof (including reasonable attorneys' fees) shall be a lien on the Mortgaged Property, added to the amount of the Mortgage Obligations, and shall be payable on demand with interest at the rate specified in Paragraph 3 hereof. This Mortgage may be assigned along with any and all Mortgage Obligations without notice to Mortgagor and upon such assignment Mortgagor agrees not to assert against any assignee hereof any defense, set-off, recoupment, claim, counterclaim or cross claim which Mortgagor may have against Mortgagee, whether arising hereunder or otherwise, and such assignee shall be entitled to at least the same rights as Mortgagor. Mortgagor hereby designates and appoints Stuart B. Glover, Esq., 530 Fifth Avenue, New York, New York and C-A Credit Corp., New York, New York or either of them as Mortgagor's true and lawful Attorney-in-Fact and agent for Mortgagor and in Mortgagor's name, place and stead to accept service of any process within the State of New York, Mortgagee agreeing to notify Mortgagor at Mortgagor's address, as shown herein, by certified mail within three (3) days of such service having been effected and Mortgagor and Mortgagee hereby specifically agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder and with respect to the Mortgage Obligations. At Mortgagee's request Mortgagor will furnish current financial statement satisfactory to Mortgagee in form, preparation and content.

5 If Mortgagor shall default in the prompt payment, performance or fulfillment of any of the Mortgage Obligations, or if Mortgagor shall cease doing business, or shall become insolvent, or make an assignment for the benefit of creditors, or if bankruptcy proceedings or proceedings for arrangement or reorganization under any Bankruptcy Act or proceedings for the appointment of a receiver, trustee, liquidator, or custodian for Mortgagor or any of Mortgagor's property shall be commenced by or against Mortgagor, or if Mortgagor shall fail punctually and faithfully to fulfill, observe or perform any of the terms, conditions, promises, covenants, provisions and warranties contained in this Mortgage or in any present or future agreement or instrument between Mortgagor and Mortgagee, or if any of the warranties, covenants or representations made to Mortgagee be or become untrue or incorrect in any adverse respect, or if there shall be a change in the management, operations, ownership of its stock or control of Mortgagor, or if Mortgagee at any time deems the security afforded by this Mortgage unsafe, inadequate or at any risk, then in any such event all Mortgage Obligations shall at once, at the option of Mortgagee, become immediately due and payable without notice to Mortgagor, and in such event it shall be lawful for Mortgagee to take possession of the Mortgaged Property at any time, wherever it may be, and to enter any of the premises of Mortgagor with or without process of law, and search for, take possession of, remove, or keep and store the same in said premises, without liability for trespass nor charge for storage of the Mortgaged Property, until sold, and to sell the Mortgaged Property or any part thereof and all of Mortgagor's equity of redemption therein at public or private sale, without notice or advertisement, such notice or advertisement being expressly waived by Mortgagor, for cash or on credit, and on such terms as Mortgagee may in its sole discretion elect in such county and at such places as Mortgagee may elect and without having the Mortgaged Property at the place of sale. Mortgagee may bid or become the purchaser at any such sale and Mortgagor waives any and all rights of redemption from any such sale. The proceeds of any sale shall be applied first to pay all costs, expenses and charges for pursuing, searching, taking, removing, keeping, advertising, and selling the Mortgaged Property, including attorneys' fees equal to 20% of the unpaid Mortgage Obligations, and second to the payment, partly or entirely, of any of the Mortgage Obligations as Mortgagee may in its sole discretion elect, returning the overplus if any to Mortgagor, who shall remain liable to Mortgagee for any deficiency, and Mortgagor hereby irrevocably consents to the appointment of a receiver for the Mortgaged Property and/or all other property of Mortgagor, and of the rents, issues and profits thereof, after such sale and such receivership may continue until such deficiency is satisfied in full. Mortgagor expressly waives any right to notice or hearing in any action to recover possession of any or all of the Mortgaged Property. In any action in the nature of replevin or sequestration, Mortgagor agrees that if it contests such action it will post a bond written by a national insurance company authorized to execute such bonds in the state or territory of such proceedings, such bond to be no less than the value of the subject matter of such replevin or the unpaid balance then owing to Mortgagee, whichever be less. Mortgagor hereby irrevocably authorizes any attorney of any court of record to appear for and confess one or more judgments against Mortgagor (except in any jurisdiction where such action is not permitted by law) for all unpaid balances due under the Mortgage Obligations, any other monies due hereunder and any deficiency, without stay of execution, and waive the issue of process, all right of appeal and relief from any and all appraisal, stay or exemption laws then in force. Any notices relating hereto shall be in writing and delivered in person to an officer of the party to whom addressed or mailed by certified mail to such party at its address specified herein or at such other address as may hereafter be specified by like notice by either party to the other. Reasonable notification hereunder shall be any notification given or sent at least five (5) days prior to the event for which such notification is sent. Mortgagor and Mortgagee hereby waive any and all rights to a trial by jury in any action or proceeding based hereon or arising hereunder or any counterclaims, cross-claims, set-offs or recoupment claims whatsoever.

6 Mortgagee may at any time, with or without exercising any of the rights or remedies aforesaid and without prior notice or demand to Mortgagor, appropriate and apply toward the payment of the Mortgage Obligations any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Mortgagee's hands and belonging or owing to Mortgagor, and for such purposes, endorse the name of Mortgagor on any such instrument made payable to Mortgagor for deposit, discount or collection. Such applications may be made or any monies paid to Mortgagee may be applied without notice to Mortgagor, partly or entirely to any of the Mortgage Obligations as Mortgagee in its sole discretion may elect. In its sole discretion, Mortgagee may apply and/or change applications of any sums paid and/or to be paid by or for Mortgagor under any circumstances to any obligations of Mortgagor to Mortgagee, presently existing or otherwise. The interest rates which may be provided for in any instrument evidencing one or more Mortgage Obligations are and/or may be related to the New York City

banks' prime money rate in effect on the date of Mortgagor's request of Mortgagee with respect to the particular Mortgage Obligation involved and if thereafter there be one or more increases or decreases in said prime rate, the aforesaid interest rates shall each be increased (or decreased respectively) on the effective date of any such change in prime rate to the extent of 30% for each 25% change in the prime rate, however, in no event shall any interest rate be less than any stated in the instrument evidencing any Mortgage Obligation nor shall such rate ever be more than any maximum permitted by applicable law.

7. If, after default by Mortgagor in the payment, performance or fulfillment of any of the Mortgage Obligations or of the entire unpaid amount of the Mortgage Obligations after the same become or are declared due and payable, Mortgagee shall demand full payment, performance or fulfillment or otherwise to proceed, such failure shall not be deemed a waiver of the rights of Mortgagee to make subsequent demands for the immediate payment of the entire unpaid amount of the Mortgage Obligations, or to take immediate possession of the Mortgaged Property, or to foreclose at any time this Mortgage, or to demand full performance or fulfillment, or otherwise to proceed; and the acceptance by Mortgagee of any payments subsequent to such default shall not be deemed a waiver of any rights of Mortgagee. No delay or failure on the part of Mortgagee in exercising any right, privilege, remedy or option hereunder shall operate as a waiver of such or of any other right, privilege, remedy or option, and no waiver whatever shall be valid unless in writing, signed by an officer of Mortgagee and then only to the extent therein set forth. This Mortgage cannot be changed or terminated orally. The books and records of Mortgagee containing entries with respect to the Mortgage Obligations shall be admissible in evidence in any action or proceeding, shall be binding upon Mortgagor for the purpose of establishing the items therein set forth and shall constitute prima facie proof thereof. Mortgagee shall have the right to enforce any one or more remedies available to it successively, alternately or concurrently. Only a writing, signed by an officer of Mortgagee, shall be effective, but only to the extent therein specifically set forth, to change, modify or terminate any Mortgage Obligation, this Mortgage or any other agreement between Mortgagor and Mortgagee.

8. All of the rights, remedies, options, privileges and elections given to Mortgagee hereunder shall enure to the benefit of Mortgagee, any transferee or holder of this Mortgage, and their respective successors and assigns; and all the terms, conditions, promises, covenants, provisions and warranties of this Mortgage shall enure to the benefit of and shall bind the representatives, successors and assigns of the respective parties. Any and all security interests granted to Mortgagee shall attach to any and all proceeds and products. Each person signing this Mortgage warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the unpaid balance of the Mortgage Obligations in the event of the breach of the above provision and/or in the event Mortgagor fails to pay its obligations in full to Mortgagee immediately upon the sale, transfer, assignment or conversion of any of the Mortgaged Property and agrees that upon the request of Mortgagee after any default to segregate and hold all or any part of the Mortgaged Property in a fiduciary capacity and to adequately maintain service and insure said property and to protect same from use and/or abuse, all without charge to Mortgagee, such fiduciary duty to terminate only upon the actual delivery of the Mortgaged Property to Mortgagee. Mortgagor, recognizing that in the event of default no remedy at law would provide adequate relief to Mortgagee, agrees that Mortgagee shall be entitled to temporary and permanent injunctive relief without the necessity of proving actual damages.

9. Some of the Mortgaged Property may be in the hands of Mortgagor under one or more security agreements which are or may be held by Mortgagee and with respect to such Mortgaged Property, this Mortgage is only of any equity that Mortgagor may now or in the future have in such Mortgaged Property and Mortgagee by accepting this Mortgage shall not in any manner be considered as having waived any security interest arising independently of this Mortgage nor shall this Mortgage be construed as adversely affecting any rights of Mortgagee under any other security agreement nor as a waiver of any of the terms and provisions of any other security agreement, guaranty or endorsement, all of which shall remain and continue in full force and effect.

10. Intending that each and every provision of this Mortgage be fully effective and enforceable according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state where the Mortgaged Property may be located or the residence or principal place of business of Mortgagor or Mortgagee, whichever renders each such provision effective; however, if any one or more provisions hereof are in conflict with any statute or law and therefore not valid or enforceable, then each such provision shall be deemed null and void but to the extent of such conflict only and without invalidating or affecting the remaining provisions hereof.

IN WITNESS WHEREOF, Mortgagor has caused these presents to be duly executed, the day and year first above written.

ATTEST:

Sharp Trucking Co., Inc. (Seal)  
Mortgagor

Secretary

By Mary E. Sharp, Pres. (Title)

STATE OF  
COUNTY OF

} SS

Mary E. Sharp

being duly sworn, deposes and says

She is the President of Sharp Trucking Co., Inc. (hereinafter called "Mortgagor") described in and which executed the foregoing Mortgage

2. Mortgagor is the sole owner and in possession of the goods, chattels and property mentioned and described in the foregoing Mortgage. Said goods, chattels and property are free of all liens and encumbrances of any kind, nature and description (except for any held by the Mortgagee referred to below), and Mortgagor has the sole right and lawful authority to mortgage the same.

3. Mortgagor is solvent and justly indebted to Credit Alliance Corporation (hereinafter called "Mortgagee") in the amount of the aggregate sum of the Mortgage Obligations outstanding on the date hereof, and there are no claims, offsets or defenses against the same.

4. There are no judgments against Mortgagor, and no attachment or execution is now outstanding against any of Mortgagor's property. No receiver of Mortgagor has ever been appointed or applied for. There are no proceedings in bankruptcy pending affecting Mortgagor, nor have there ever been any such proceedings affecting Mortgagor, and no assignment for the benefit of creditors has been made by Mortgagor.

5. Deponent makes this affidavit realizing that Mortgagee is being induced thereby to extend credit to and/or accept Mortgagor as a credit risk in reliance upon the truth of the statements contained herein, and this affidavit is made to induce Mortgagee to do so.

Sworn to before me this \_\_\_\_\_

day of \_\_\_\_\_, 19 \_\_\_\_\_

NOTARY PUBLIC

Mary E. Sharp

STATE OF \_\_\_\_\_, COUNTY OF \_\_\_\_\_, SS

I, \_\_\_\_\_, a Notary Public duly qualified in and for said County and State, do hereby certify that on this \_\_\_\_\_ day of \_\_\_\_\_, 19 \_\_\_\_\_, in (Place) \_\_\_\_\_ in said County, before me personally appeared \_\_\_\_\_ to me personally well known

(For Individual)  
as and to be the identical person named and described in and party to and who executed in his own proper handwriting and whose name is subscribed to the within and foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered the same before me and who, upon being first duly sworn by me, stated that he knows the contents of said instrument and acknowledged that he signed, sealed, executed and delivered the same as and to be his free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned and contained

(For Partnership)  
and known as and to be a member of the partnership of \_\_\_\_\_ and the identical person described in and party to and who executed in said partnership name the within, foregoing and annexed instrument of writing bearing date as therein indicated, and produced and delivered same before me, who, upon being first duly sworn by me, stated that he knows the contents of said instrument and duly acknowledged to me that he signed, sealed and delivered same in said partnership name as and for and to be his and said partnership's free, lawful and voluntary act and deed for the uses, purposes and consideration therein mentioned

(For Corporation)  
to be the identical person who signed the within and foregoing instrument of writing in his own proper handwriting and well known to me to be and who acknowledged himself to be the \_\_\_\_\_ of Sharp Trucking Co., Inc.

who, being by me first duly sworn, did say that he is such officer of the aforesaid corporation, named in the within, foregoing and annexed instrument of writing, and being authorized so to do, executed said foregoing instrument; that he was duly authorized to execute said instrument for and in the name of said corporation and make this acknowledgment, that he knows the contents of said instrument, that he resides at \_\_\_\_\_

that he knows the seal of said corporation, that the seal affixed to said instrument is the corporate seal of said corporation, that said instrument was signed, sealed and delivered on behalf of said corporation by authority of its Board of Directors, and said affiant acknowledged that he executed said instrument as his free, true and lawful act and deed and the free, true, lawful and corporate act and deed of said corporation, in pursuance of said authority by him in his said capacity and by said corporation voluntarily executed for the uses, purposes and consideration therein mentioned and contained, by signing the name of the corporation by himself as such officer

Given under and witness my hand and official seal the day and year in this certificate first above written

(Notarial Seal)

NOTARY PUBLIC

SCHEDULE "A"

BOOK 501 PAGE 471

This schedule is attached to and becomes part of Conditional Sales Contract, Chattel Mortgage or Lease dated July 28, 1986 between the undersigned.

QUANTITY	DESCRIPTION OF EQUIPMENT (Indicate whether "New" or "Used")	YEAR & MODEL		SERIAL NO.
One (1)	Peterbilt Ranger	1981	R7012513R	1XP9DN9X9E014650
	The security interest created by this Security Agreement insofar as it relates to the above described property is a Purchase Money Security Interest with the proceeds hereof being used by Mortgagor to acquire the above described property.			

This schedule is hereby verified correct and undersigned Purchaser(s) Mortgagor(s) or Lessee(s) acknowledges receipt of a copy.

Seller, Mortgagee or Lessor:

Purchaser, Mortgagor or Lessee:

Credit Alliance Corporation

Sharp Trucking Co., Inc.

By: \_\_\_\_\_

By: Mary E. Sharp, Pres.

Mailed to Secured Party

STATE OF MARYLAND  
FINANCING STATEMENT FORM UCC-1

BOOK 501 PAGE 472  
Identifying File No. 263221

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ 6,400.00

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

RECORD FEE 11.00  
RECORD TAX 45.50  
POSTAGE 1.50  
TOTAL 58.00  
AUG 14 1988

1. ~~DEBTOR~~ Lessee

Name La Fontaine Bleu  
Address 7514 Ritchie Hwy., Glenburnie, MD 21061

2. ~~SECURED PARTY~~ Lessor

Name Kraft Foodservice  
Address One Kraft Court, Glenview, IL 60025  
NCS, Inc., 771 Beta Drive, Suite A, Mayfield Village, OH 44143  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Name and address of Assignee

IBM PC/AT computer which includes:

- 1 IBM central processing unit model # 5170239
- 1 IBM monochrome monitor model # 5151001
- 1 IBM keyboard
- 1 IBM PROprinter EPSON 286 - Wide Carriage
- 1 Hayes 1200B modem Smartcom

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

RECEIVED  
AUG 14 1988  
6:17 PM  
G.L. CLERK  
F. AUBREY COLLISON  
CLERK

\_\_\_\_\_  
(Signature of ~~Debtor~~ Lessee)

Type or Print Above Name on Above Line  
Gregory Hare U.P. Finance  
(Signature of ~~Debtor~~ Lessee)  
GREGORY HARE U.P. of FINANCE  
Type or Print Above Signature on Above Line

Susan Miller  
(Signature of ~~Secured Party~~ Lessor)  
Susan Miller  
Type or Print Above Signature on Above Line

11 - 45.50 52

BOOK 501 PAGE 173

EXTENSION SHEET FOR UNIFORM COMMERCIAL CODE FINANCING STATEMENTS

STATE OF Maryland

TOTAL NUMBER OF SHEETS 2

together with all accessories, attachments and appurtenances thereto and all substitutions and replacements therefore. Lessee is not authorized to sell, transfer or convey any of the foregoing leased property.

This financing statement relates to leased property that is owned by the lessor and leased to the lessee, and is intended to protect the rights of the lessor.

*Gregory Howe*  
DEBTOR Lessee

*Susan Miller*  
SECURED PARTY Lessor

2  
SHEET No.

(1) Filing Officer Copy—Alphabetical

FORM UCC-E

Mailed to Secured Party

FINANCING STATEMENT

(To Be Used For Indirect Loans and Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Genstar Stone Products Company  
(Name or Names—Last Name First)  
Executive Plaza IV, Hunt Valley, Maryland 21031  
(Address)

2. SECURED PARTY: McClung-Logan Equipment Co., Inc.  
(Name or Names)  
4601 Washington Blvd., Baltimore, Maryland 21227  
(Address)

3. ASSIGNEE OF SECURED PARTY:

4. This Financing Statement covers the following types (or items) of property:  
1-Rex LoGo-10 Transit Mix Concrete Plant, S/N 1698

RECORD FEE 11.00  
FILING FEE .50  
TOTAL FEE 11.50  
JUN 7 86

1986 AUG -7 PM 4:19  
CLERK



- 5. Proceeds of collateral are covered hereunder: YES  NO
- 6. Products of collateral are covered hereunder: YES  NO
- 7. This transaction is exempt from the Recordation Tax.

8. Filed with: Clerk, Circuit Court for Anne Arundel County

9. RETURN TO: McClung-Logan Equipment Co., Inc.  
4601 Washington Blvd.  
Baltimore, MD 21227

Dated this 16th day of June, 1986

DEBTOR:  
Genstar Stone Products Company  
By: Thomas C. Kettle, Pres.  
(Title)  
Monty Hank J.  
D.K. Press

SECURED PARTY:  
McClung-Logan Equipment Co., Inc.  
By: Thomas B. Logan, Pres.  
(Title)

Mailed to Secured Party

FOR FILING OFFICER USE  
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

1150



263226

**FINANCING STATEMENT**

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County, Maryland
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)

Merit Concrete, Inc. 5501 VanDusen Road  
 P.O. Box 1119  
 Laurel, Maryland

RECORD FEE 11.00  
 POSTAGE .50  
 20707  
 AUG 7 86

6. Secured Party Address

Maryland National Bank  
 Attention: Chrissie Moore 7474 Greenway Center Drive, Suite 110  
 Greenbelt, Maryland 20770

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

7/24/86  
 Jaf

- A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
  - B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
  - D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
  - E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
  - F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
  - H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.
8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

MERIT CONCRETE, INC.

BY James A. Payne, Jr. President (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)  
 \_\_\_\_\_ (Seal)

Secured Party  
 Maryland National Bank

Phillip Kunzelman (Seal)  
 Phillip Kunzelman  
 Commercial Loan Officer  
 Type name and title

1986 AUG -7 PH 4:19  
 E. AUBREY COLLISON  
 CLERK



Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Hood, George L.

Address 689 Waugh Chaple Road Odenton, Maryland 21113

2. SECURED PARTY

Name Washington Freightliner, Inc.

Address 4100 41st Street Brentwood, Maryland 20722

Credit Alliance Corporation P. O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P. O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

G. L. COLLISON  
CLERK

1986 AUG -7 PM 4:19  
F. COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

George L. Hood

*George L. Hood*  
(Signature of Debtor)

George L. Hood  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Washington Freightliner, Inc.

*Bill Fenwick*  
(Signature of Secured Party)

Bill Fenwick Pres.  
Type or Print Above Signature on Above Line

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, the annexed conditional sale contract and/or lease and/or chattel mortgage therein called "contract")

dated July 25, 1986 between Washington Freightliner, Inc. as Seller/Lessor/Mortgagee, and George L. Hood 689 Waugh Chaple Road Odenton, Maryland 21113

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described, and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the property described therein and good right to sell, lease and transfer the same; it is a valid obligation arising out of the instalment sale or lease or mortgage of the property described therein to the Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; it reserves a valid, free and clear title to or creates an encumbrance and first lien upon such property; it and the property described therein are and will continue to be free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all statements made and unpaid balances shown therein are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it will be paid and performed according to the terms thereof, and it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, leases, loans, chattel mortgages and instalment paper; it has been properly filed or recorded, and will be re-filed or re-recorded where necessary, without cost to CREDIT; the property described therein has been delivered, accepted and installed, will be satisfactorily maintained and protected and will operate to the satisfaction of the Obligor; and there is still unpaid and owing thereon the sum total of the unmatured instalments stipulated in and evidenced by said contract the payment of which will be made by us if not paid by the Obligor, together with interest, attorneys' fees, court costs and other expenses in connection therewith. We further represent, warrant and agree that CREDIT has and will at all times continue to have a valid and enforceable first lien on the property described in said contract; that CREDIT may in our name endorse any notes or any other obligations given in connection with said contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, or to compromise or adjust any and all rights against and grant extensions of time of payment to the Obligor or any other persons obligated on said contract and or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement between us and CREDIT, if any, applicable to the purchase of paper as defined therein, by CREDIT from us, are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to any notes or any other obligations given in connection with said contract. In addition to the foregoing it is agreed that we shall be fully liable for payment of all of Obligor's obligations under the contract in the event Obligor fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property described in the contract, and or if CREDIT is unable to promptly retake possession of the property described in the contract free and clear of any other liens and encumbrances in the event of a default under the contract.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 107,368.20

IN WITNESS WHEREOF, we have hereunto set our hand and seal this 25th day of July, 1986

Washington Freightliner, Inc. (Seal) (Seller/Lessor/Mortgagee)

By: [Signature]

If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.

C.A.L.S.

CONDITIONAL SALE CONTRACT NOTE

BOOK 501 PAGE 478

TO: Washington Freightliner, Inc. FROM: George L. Hood
4100 41st Street Brentwood, MD 20722 689 Waugh Chaple Road Odenton, MD 21113

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):
One (1) 1986 Freightliner Dump Truck, Model FLC12064S, S/N 1FVXYCY9XGH287276 with 15' R & S Dump Body, S/N 86030359

(1) TIME SALES PRICE ..... \$ 115,318.20
(2) Less DOWN PAYMENT IN CASH ..... \$ 7,950.00
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
(4) CONTRACT PRICE (Time Balance) ..... \$ 107,368.20

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 689 Waugh Chaple Road Odenton, MD 21113

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of One hundred seven thousand three hundred sixty eight and 20/100

being the above indicated Contract Price (hereinafter called the "time balance") in 60 successive monthly installments, commencing on the 10th day of September 1986, and continuing on the same date each month thereafter until paid; the first 59 installments each being in the amount of \$ 1,789.47 and the final installment being in the amount of \$ 1,789.47

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0-% per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisalment and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE
BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):
Date: July 25, 1986
Accepted Washington Freightliner, Inc. (SEAL) George L. Hood (SEAL)
By: [Signature] By: [Signature]
Co-Buyer-Maker: [Signature] (SEAL)
(Witness as to Buyer's and Co-Maker's Signature) (Print Name of Co-Buyer-Maker Here)
By: \_\_\_\_\_
(Witness as to Buyer's and Co-Maker's Signature)

This instrument prepared by \_\_\_\_\_

1

**TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)**

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any surplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be paid by Buyer under this paragraph shall not be as a penalty but as liquidated damages for the breach hereof. The remedies provided for herein may be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

**GUARANTORS-ENDORSERS SIGN HERE:**

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)  
 \_\_\_\_\_ (L.S.) \_\_\_\_\_ (L.S.)  
 (Guarantor-Endorser) (Guarantor-Endorser)

**ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER**

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as to induce Assignee to accept this assignment and endorsement.

Mailed to Secured Party

Date: \_\_\_\_\_, 19\_\_\_\_ (Corporate, Partnership or Trade Name or Individual Signature) (SEAL) } Signature of Seller  
 \_\_\_\_\_ (Witness) By: \_\_\_\_\_ (Signature: Title of Officer, "Partner" or "Proprietor")

263253

BOOK 501 NO 480

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code.  3. Maturity date (if any): CO

1. Debtor(s) (Last Name First) and address(es)  
Digges, Edward S.  
1537 Shpsview Rd  
ANNAPOLIS, MD 21401

2. Secured Party(ies) and address(es)  
NATIONAL UNION FIRE INSURANCE  
COMPANY OF PITTSBURGH, PA.  
70 Pine Street  
New York, New York 10270

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in U.S. Grant Hotel Associates, a California Limited Partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.

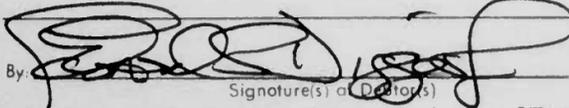
The UCCS relate to purchase money security interest in general and intangibles.

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so) Filed with:  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

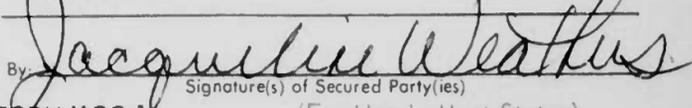
Check  if covered:  Proceeds of Collateral are also covered  Products of Collateral are also covered. No. of additional Sheets presented:

RECORD FEE 11.00  
FILING FEE .50

5. Assignee(s) of Secured Party(ies) and Address(es)  
113-10  
AUG 7 86

By:   
Signature(s) of Debtor(s)

NATIONAL UNION FIRE INSURANCE OF PITTSBURGH, PA.

By:   
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Secured Party

G. L. CLERK

RECORDED & FILED  
CLERK OF COURT, BALTIMORE COUNTY

1986 AUG -7 PM 4:19

E. AUBREY COLLISON  
CLERK

263259

BOOK 501 PAGE 481

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: ~~12~~ 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
Digges, Edward S.  
1537 Shiplaview Rd  
Annapolis, MD 21401

2. Secured Party(ies) and address(es)  
U.S. GRANT HOTEL ASSOCIATES,  
A CALIFORNIA LIMITED PARTNERSHIP  
c/o Sybedon Corporation  
1211 Avenue of the Americas  
Rockefeller Center  
New York, New York 10036

For Filing Officer (Date, Time, Number, and Filing Office)

4. This financing statement covers the following types (or items) of property:

Debtor's limited partnership interest in U.S. Grant Hotel Associates, a California Limited Partnership, including all of debtor's rights and interests in said partnership and any successor partnership and under the partnership agreement relating thereto.

Not subject to Maryland recordation tax.  
The UCCS relate to purchase money security interest in general and intangibles.

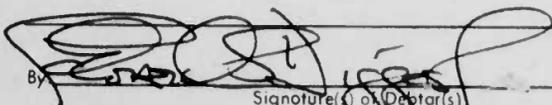
RECORD FEE 11.00  
50  
5. Assignee(s) of Secured Party and Address(es) 7346 CTH R01 T15:10  
AUG 7 86

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

- already subject to a security interest in another jurisdiction when it was brought into this state.
- which is proceeds of the original collateral described above in which a security interest was perfected.

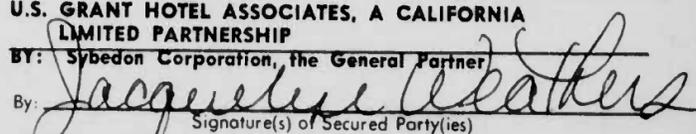
Filed with:

Check  if covered  Proceeds of Collateral are also covered.  Products of Collateral are also covered. No. of additional Sheets presented:

By:   
Signature(s) of Debtor(s)

U.S. GRANT HOTEL ASSOCIATES, A CALIFORNIA LIMITED PARTNERSHIP

BY: Sybedon Corporation, the General Partner

By:   
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy-Alphabetical

STANDARD FORM - FORM UCC-1.

(For Use In Most States)

Mailed to Secured Party

FILED FOR RECORD  
HARRIS COUNTY

1986 AUG -7 PM 4:19

E. AUBREY COLLISON  
CLERK



FINANCING STATEMENT FORM UC 2-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recording tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name CONSTANTINO, Frank C. & Marly L.

Address 7 Duncan Ct. Medford, NJ 08055

2. SECURED PARTY

Name First Commercial Corporation

Address 303 Second St. Annapolis, MD 21403

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) N/A

4. This financing statement covers the following types (or items) of property: (List)

- 1978 Trojan 32' Fiberglass Hull #TRJ088990578321
- 1978 Crusader Gas Twin 225HP Engines #400335 & 400337

Home Anchorage/Winter: Annapolis, MD

Assignee:  
Society For Savings  
1290 Silas Deane Highway  
Wethersfield, CT 06109

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

*Frank C. Constantino*  
(Signature of Debtor)

Frank C. Constantino

Type or Print Above Name on Above Line

*Marly L. Constantino*  
(Signature of Debtor)

Marly L. Constantino

Type or Print Above Signature on Above Line

*[Signature]*  
(Signature of Secured Party)

First Commercial Corporation

Type or Print Above Signature on Above Line

Mailed to Secured Party



RECEIVED BY THE COUNTY CLERK

1986 AUG -7 PM 4:19

E. AUBREY COLLISON  
CLERK

12:50

Anne Arnold  
7/31/86

BOOK 501 PAGE 483

263223

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ 164,000.00
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
_____	THE FIRST NATIONAL BANK OF MARYLAND
Powercon Corporation	Attn: Catherine T. Lewis
(Name)	(Name of Loan Officer)
1551 Florida Avenue	18 West Street
(Address)	(Address)
Severn, Maryland 21144	Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary)

RECORD FEE 11.00  
RECORD TAX 1148.00  
POSTAGE 50  
#19349 0777 R01 11:15  
AUG 7 86

SEE ATTACHED SCHEDULE "A"

1986 AUG - 7 PM 4:20  
G. L. COLLISON  
CLERK



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

- 3.  Products of the collateral are also specifically covered.
- 4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
_____ (Seal)	_____ (Seal)
(Signature)	(Signature)
Ralph Siegel, President	_____
(Print or Type Name)	(Print or Type Name)

11-  
1148-  
50

Powercon Corporation

BOOK 501 PAGE 484

SCHEDULE "A"

CAT# PEGA 357 ACE STD (NON A/I)  
AMADA TURRET PUNCH PRESS CNC-FANUC  
CONTROL UNIT 56 STATIONS - THICK TURRET  
196 FT OF TAPE STORAGE IN MEMORY WORK  
CHUTE  
PUNCH ASS'Y JIG  
TOOL BALANCE  
I/O INTERFACE

Mailed to Secured Party

FINANCING STATEMENT FORM UC 71

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK.

SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name GIMBI, Frederic P., Jr. & Linda M.  
Address 1520 Perkins Street, Chester, PA 19013

2. SECURED PARTY

Name FIRST COMMERCIAL CORPORATION  
Address 303 Second Street  
Annapolis, MD 21403

RECORD FEE 12.00  
POSTAGE .50  
119350 071 R01 113 16  
AUG 7 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (List)

1986 28' Wellcraft fiberglass hull #WELK0036D686  
1986 Twin 260 HP Mercury gas engine #OB410603 & OB410244

Home anchorage/winter: Pasadena, MD

ASSIGNEE:  
SOCIETY FOR SAVINGS  
1290 Silas Deane Highway  
Wethersfield, CT 06109

CHECK THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

*Frederic P. Gimbi, Jr.*  
\_\_\_\_\_  
(Signature of Debtor)  
Frederic P. Gimbi, Jr.  
Type or Print Above Name on Above Line

*Linda M. Gimbi*  
\_\_\_\_\_  
(Signature of Debtor)  
Linda M. Gimbi  
Type or Print Above Signature on Above Line

*[Signature]*  
\_\_\_\_\_  
(Signature of Secured Party)  
First Commercial Corporation  
Type or Print Above Signature on Above Line



1986 AUG - 7 PH 4: 20  
AUDREY COLLISON  
CLERK

Mailed to Secured Party

12710

Anne  
Arndel  
7/31/86

ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

FINANCING STATEMENT

BOOK 501 PAGE 486

263230

DATE: July 16, 1986

(<sup>x</sup>) Not Subject to Recordation Tax  
( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(S): Edward G. Beck, Jr.  
t/a Davidsonville Welding and Fabrication  
]277 Doublegate Road  
ADDRESS: Davidsonville, Md. 2]035

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:

- 1 Scotchman Iron Machine, Model 9012-24
- 1 Single Phase motor #]30]5
- 1 Channel Shear
- ] 17/32 Punch and Die
- 1 Pipe Notcher
- 1 ]/2 Upper and lower die
- 1 Blank Jam nut.
- plus accessories

RECORDED RE 12.00  
POSTAGE .50  
ALBANY CTI RI 115:17  
AUG 7 86

1986 AUG -7 PM 4:20  
E. J. COLLISCH  
CLERK

Edward G. Beck, Jr.  
DEBTOR(S): T/A Davidsonville Welding and Fabrication  
By: [Signature]  
Edward G. Beck, Jr.

Mailed to Secured Party  
SECURED PARTY:  
ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By: [Signature]  
(Authorized Signature)  
Paul R. O'Connell, Vice President  
(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

1250

BOOK 501 PAGE 487

262231

THIS STATEMENT IS PRESENTED TO A FILING OFFICER FOR FILING PURSUANT TO THE UNIFORM COMMERCIAL CODE.

<b>1 Debtor(s) (Last Name First) and Address(es)</b> Otis Lee Smith dba/ Smith Marine Repair 304 Zepplan Ave. Baltimore, Maryland 21225	<b>2 Secured Party(ies) and Address(es)</b> Motorola C & E, Inc. P.O. box 8788 BWI Airport, MD 21240	<b>3 Maturity date (if any):</b> <i>Indefinite</i> For Filing Officer (Date, Time, Number, and Filing Office) <i>A.A.O.</i>  RECORD FEE 12.00 POSTAGE .50 MARYLAND COM 201 115:1.6 AUG 7 1986
<b>4 This financing statement covers the following types (or items) of property:</b>  ALL MOTOROLA COMMUNICATIONS EQUIPMENT AND INVENTORY OWNED OR HEREAFTER ACQUIRED BY THE DEBTOR.  "NOT SUBJECT TO RECORDATION TAX"		<b>5 Assignee(s) of Secured Party and Address(es)</b> Associates Capital Svc. Corp 7240 Parkway Drive Ste 140 Hanover, MD 21076

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected.

Check  if covered.  Proceeds of collateral are also covered  Products of Collateral are also covered No. of additional sheets presented:

Filed with:

Smith's Marine Repair By: <i>O. L. Smith</i> Otis Lee Smith Signature(s) of Debtors) Owner	Motorola C & E, Inc. By: <i>Lise Mangerie</i> Lise Mangerie Signature(s) of Secured Party(ies) Contract Specialist
---	---

603469 Rev. 12-80

Mailed to Secured Party



1986 AUG -7 PM 4:20

E. MURPHY COLLISON CLERK

Secured Party

263232

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 23,124.58

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Victor M. Plavner, M.D.

1521 Ritchie Hwy.  
Arnold, MD 21012

SECURED PARTY

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property  
(the collateral):

- Q-Stress System, consisting of:
  - 1 new Q3000, 115 volt monitor, Model #1789
  - 1 new Q65 heavy duty treadmill, Model #785
  - 1 new Synchronous Defibrillator, Model #617A

2. The collateral property is affixed or to be affixed to or is or is to be crops on the  
following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the  
address stated.

E. AUBREY COLLISON  
CLERK  
1986 AUG - 8 AM 9:35

CLERK

Debtor (or Assignor)

*Victor M. Plavner*  
Victor M. Plavner, M.D.

Secured Party (or Assignee)

FARMERS NATIONAL  
BANK OF MARYLAND

RECORD FEE 11.00  
RECORD TAX 164.50  
POSTAGE .50  
#32698 0237 R02 109:36  
AUG 8 86

BY *R. Michael Shymansky*  
R. Michael Shymansky - Assistant Vice-Pres.

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to 500



11-  
16450-  
8

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK. 203236

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 6/23/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name C/E Qualitech, Inc. d/b/a Qualitech Computer Center  
Address 410 Severn Ave., Bldg. A, Suite 304B, Annapolis, MD 21403

2. SECURED PARTY

Name Bay National Bank  
Address 2661 Riva Road, Bldg. 700, Annapolis, MD 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

- 3. Maturity date of obligation (if any) \_\_\_\_\_
- 4. This financing statement covers the following types (or items) of property: (list)

All inventory, equipment, accounts and other rights to payment, and general intangibles now owned or hereafter acquired by debtor and all proceeds (cash and non-cash) of such inventory, equipment, accounts and other rights to payment and general intangibles.

RECORD FEE 12.00  
POSTAGE .50  
20323 1455 R02 109107  
JUN 23 86

1986 JUN 23 AM 9:08  
E. AUBREY COLLISON  
CLERK

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

① C/E Qualitech, Inc.  
② d/b/a Qualitech Computer Center  
C/E Qualitech, Inc.  
(Signature of Debtor)  
C/E Qualitech, Inc.  
Type or Print Above Name on Above Line  
Jon Harris, President  
(Signature of Debtor)  
Jon Harris, President  
Type or Print Above Signature on Above Line

Mailed to Secured Party

Bay National Bank  
Lee M. Donovan  
(Signature of Secured Party)  
Lee M. Donovan, President  
Type or Print Above Signature on Above Line

1200  
50

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax; Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

<u>DEBTOR</u>	<u>SECURED PARTY (OR ASSIGNEE)</u>
Craig L. Siebert	THE FIRST NATIONAL BANK OF MARYLAND
(Name)	Attn: Nick Tambrow (Name of Loan Officer)
192 Duke of Gloucester	18 West Street
(Address)	(Address)
Annapolis, Maryland 21401	Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral): (attach separate list if necessary).

(1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor: \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated.

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
<i>Craig L. Siebert</i> (Seal)	_____ (Seal)
(Signature)	(Signature)
Craig L. Siebert	_____
(Print or Type Name)	(Print or Type Name)

Mailed to Secured Party

RECORD FEE 11.00  
 POSTAGE .50  
 87791 1955 802 113453  
 JUN 20 86

1986 JUN 20 PM 2:24  
 MARYLAND COLLEGE  
 LIBRARY

BOOK 501 PAGE 191  
FINANCING STATEMENT

203215

To be filed in the Financing Statement Records of Anne Arundel County, Maryland.

This Financing Statement evidences and publicizes the lien and provisions of the Deed of Trust (the Security Agreement) securing a debt in the aggregate principal amount of \$500,000.00 or so much thereof as may be advanced, on which Security Agreement all required transfer and recordation taxes, if any, have been paid.

NAMES OF DEBTORS:

Charles Brothers, Inc.

ADDRESS:

2614 Annapolis Road  
Severn, Maryland

NAME OF SECURED PARTY:

John Hanson Savings and Loan, Inc.

TRUSTEES:

Gerald A. Cousar  
Charles A. Dukes, Jr.  
Jerry D. Whitlock

RECORD FEE 11.00  
POSTAGE .50  
1986 AUG 8 11:19 AM  
AUG 8 86

ADDRESS:

11700 Beltsville Drive  
Beltsville, Maryland 20705



1986 AUG 8 8 50 AM '86

E. AUGER, REGISTRAR

1. This Financing Statement covers the following items of property:

- A. All personal property, construction materials, chattels and equipment now or at any time hereafter owned by Debtors and attached to or used in any way in connection with the use, operation or occupancy of the herein described premises and any and all buildings thereon or to be erected thereon, all fixtures and chattels and equipment, including, but without limiting the generality of the foregoing, all plumbing, heating and lighting apparatus, mantels, floor coverings, furniture, furnishings, draperies, screens, storm windows and doors, awnings, shrubbery, plants, boilers, tanks, machinery, stoves, gas and electric ranges, ovens, disposals, dishwashers, refrigerators, hoods and fans, venetian blinds, wall cabinets, appliances, furnaces, dynamos, motors, elevators and elevator machinery, cranes, manufacturing equipment, radiators, blinds and all laundry, refrigerating, air conditioning, incinerating and sprinkling and other fire prevention or extinguishing equipment of whatsoever kind and nature, including all property specified in the Security Instrument hereinbefore mentioned.
- B. All proceeds of the above described collateral.
- C. All contract rights of and from the herein described property or any part thereof.

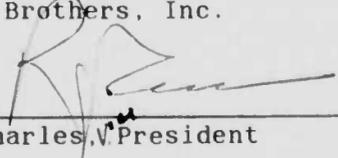
Handwritten initials or signature.

LAW OFFICES  
JOHN J DWYER  
9470 ANNAPOLIS ROAD  
SUITE 117  
LANHAM, MARYLAND 20706  
(301) 459-4000  
(301) 459-5600

- D. Any and all awards of payments, including interest thereon and the right to receive the same which may be made with respect to the real or personal property described in the Security Agreement heretofore mentioned or any improvements thereon as a result of (a) the exercise of the right of eminent domain, (b) the alteration of the grade of any street, or (c) any other injury to or decrease in the value of the aforesaid real or personal property or any improvements thereon to the extent of all amounts which may be secured by said Security Agreement at the date of receipt of any such award or payment by the Secured Party and the reasonable counsel fees, costs, and disbursements incurred by the Secured Party in connection with the collection of such award or payment.
2. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon, and being known as Lot 3 SEVERN SQUARE SHOPPING CENTER and more fully described in and conveyed by the Debtors to the Trustees in the Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DATED: August 1, 1986

Charles Brothers, Inc.

By:  (SEAL)  
Rajan Charles, V. President

Mailed to Secured Party

FTG-6631-A

BOOK 501 PAGE 193

263286

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

DEBTOR: Edward Daniel Schumann

PROPERTY ADDRESS: 1114 Riverboat Court

Annapolis, Maryland 21901

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: August 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:

Range/oven, Refrig., Dishwasher, W/W carpet.

RECORD FEE 11.00  
POSTAGE 1.50  
M17579 CMS R01 T09157  
AUG 11 86



The above described items of property are affixed to a dwelling house located in Anne Arundel County Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated July 3, 1986, from Edward Daniel Schumann to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland.

SECURED PARTY:

THE LOMAS & NETTLETON COMPANY  
7890 Backlick Road, Suite 230

BY: Larry Swendie

DEBTORS:

Edward Daniel Schumann  
Edward Daniel Schumann  
by *Ray W. Krigger, Jr.*  
attorney in fact

11.00  
2

FIRST AMERICAN SAVINGS and Loan Association

FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for Anne Arundel County, Maryland, ~~Virginia~~, for filing pursuant to the Uniform Commercial Code.

RECORD FEE 12.00
POSTAGE .50
#32869 C040 R02 11:20
AUG 11 86

- 1. Name of Debtor: Willie L. Montgomery, Yolonda D. Montgomery; Address: 1820 LaSalle Place, Severn, Maryland 21144
2. Name of Secured Party: FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION; Address: 13448 Jefferson Davis Highway, Woodbridge, Virginia 22191

- 3. This financing statement covers the following items of property: Range, REfrigerator, Dishwasher, Vent Fan, Wall to Wall Carpet Heat Pump
4. This financing statement is not subject to a Recordation Tax.
5. This financing statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a Deed of Trust from aforesaid debtors securing the aforesaid secured party, dated July 22, 1986, and recorded herewith (or prior hereto) among the Land Records of Anne Arundel County, ~~Virginia~~ Maryland.

Executed this 22nd day of July, 1986

Debtors: Willie L. Montgomery, Yolonda D. Montgomery; Secured Party: FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION; By: Janet H. Hagan

After recordation, please return this document to:

First American Savings and Loan Association
P. O. Box 4228
Woodbridge, Virginia 22194-4228



1986 AUG 11 AM 11:42

170

STATE OF MARYLAND

BOOK 501 PAGE 495

Financing Records  
Anne Arundel Co.

05235195

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. \_\_\_\_\_

RECORDED IN LIBER 413 FOLIO 244 ON ~~XXXXXX~~ <sup>August 20, 1979</sup> ~~XXXXXX~~ (DATE) 203283

1. DEBTOR

Name Annapolis Roads Apartment Company,  
a Maryland General Partnership  
Address 1006-1016 Tallwood Rd., Annapolis, MD

2. SECURED PARTY

Name Commonwealth of Pennsylvania  
School Employes' Retirement Fund  
c/o Fidelity Bank  
Address P.O. Box 1300, Philadelphia, PA 19105

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input checked="" type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
<p>Assignee:</p> <p>Security Pacific National Trust Company (New York), as Trustee, c/o Merrill Lynch Huntoon Paige Inc. Two Broadway, 20th Floor, New York, N.Y. 10004</p>	

CR  
CLERK

RECORD FEE 10.00  
POSTAGE 50  
#32920 0055 R02 112:21  
AUG 11 86

After Recordation Return To:  
Merrill Lynch Huntoon Paige Inc.  
Two Broadway - 20th Floor  
New York, New York 10004  
Attn: Loan Administration

Dated April 25, 1986

COMMONWEALTH OF PENNSYLVANIA  
SCHOOL EMPLOYES' RETIREMENT FUND

James A. Perry  
(Signature of Secured Party)  
James A. Perry, Exec. Dir.  
Type or Print Above Name on Above Line

100/50

1986 AUG 11 PM 12:22

E. A. COLLISON  
CLERK

- To be recorded Not subject to recordation  
 (1) in the Land Records of Anne Arundel County; tax  
 (2) in the Financing Statement Records of Anne Arundel County; and Principal amount is \$260,000.00  
 (3) with the State Department of Assessments and Taxation.

The appropriate amount of documentary stamps are affixed to a deed of trust and security agreement recorded or to be recorded among the Land Records of Anne Arundel County, Maryland, and given as security for the same loan.

FINANCING STATEMENT

1. Debtor: Mailing Address of Debtor:  
 JOHN F. PILLI & SONS, INC. P. O. Box 88  
 Millersville, Maryland 21108
2. Secured Party: Address of Secured Party:  
 STERLING SAVINGS ASSOCIATION, 106 Old Court Road  
 a savings and loan association organized and existing under the law of Maryland, Pikesville, Maryland 21208

3. This Financing Statement covers all of the Debtor's right, title and interest in and to

3.1. All equipment, machinery, apparatus, fittings, building materials and other articles of personal property of every kind and nature whatsoever, now or hereafter located in or upon any interest or estate in any and all of the land which is described in Exhibit A hereto and used or usable in connection with any present or future operation of such land and now owned or hereafter acquired by the Debtor, including, by way of example rather than of limitation, all heating, lighting, laundry, clothes washing, clothes drying, incinerating and power equipment, engines, pipes, tanks, motors, conduits, switchboards, plumbing, lifting, cleaning, fire prevention, fire-extinguishing, refrigerating, ventilating, and communications apparatus, television sets, radio systems, recording systems, air-cooling and air-conditioning apparatus, elevators, escalators, shades, awnings, draperies, curtains, fans, furniture, furnishings, carpeting, linoleum and other floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, dishwashers, washers, dryers, attached cabinets, partitions, ducts and compressors, landscaping, lawn and garden equipment, security systems and including all equipment installed or to be installed or used or usable in the operation of any building or appurtenant facilities erected or to be erected in or upon such land.

1986 AUG 11 PM 12:25  
 CLERK



RECORD FEE 13.00  
 POSTAGE .50  
 1986 AUG 11 11:44  
 AUG 11 86

150



3.2. All earnings, revenues, rents, issues, profits and other income of and from the said land and other collateral, and all present and future accounts, contract rights, general intangibles, chattel paper, documents, warranty rights and instruments of the Debtor.

4. The aforesaid items are included as security in a deed of trust and security agreement of even date herewith and given by the Debtor to Gregory L. Reed and Charles D. Frazer, trustees for Sterling Savings Association, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing a debt owed by the Debtor to Sterling Savings Association.

5. Proceeds of collateral, accessions and after-acquired property are covered hereunder.

6. The said land consists of all of that land located in the said County which is more particularly described in the said deed of trust and security agreement and in Exhibit A hereto.

7. This Financing Statement is being given by the Debtor to the Secured Party as security for the Debtor's Deed of Trust Note of even date herewith, evidencing the Debtor's debt to the Secured Party in the principal sum of \$260,000.00. The Debtor and the Secured Party hereby agree that the Secured Party shall have a security interest in the collateral described herein, as security for such debt and the Debtor's performance of its obligations under the provisions of such Deed of Trust Note, and further agree that this Financing Statement shall constitute a security agreement with respect thereto for purposes of the provisions of Article 9 of the Uniform Commercial Code, as codified in the Commercial Law Article of the Annotated Code of Maryland (1975 edition, as amended).

Debtor:

JOHN F. PILLI & SONS, INC., a  
corporation organized and  
existing under the law of  
Maryland.

by *John F. Pilli, Jr.*  
John F. Pilli, Jr.,  
Vice President

Date: June 30, 1986

To the Filing Officer: After this Statement has been recorded, please mail the same to United Title, Inc., 523 Benfield Road, Severna Park, Maryland 21146.

FINANCING STATEMENT

by

JOHN F. PILLI & SONS, INC., Debtor

and

STERLING SAVINGS ASSOCIATION, Secured Party

EXHIBIT A

Description of land

BOOK 501 PAGE 499

TO BE  
 NOT TO BE
 } RECORDED IN LAND RECORDS
 
 SUBJECT TO  
 NOT SUBJECT TO
 
 } RECORDING TAX ON PRINCIPAL AMOUNT OF \$ \_\_\_\_\_

FINANCING STATEMENT

1. Debtor(s):

Warren Holland  
 Name or Names—Print or Type  
 1323 Cape St. Clair Road Annapolis A.A. Co. MD 21401  
 Address—Street No., City - County State Zip Code

Name or Names—Print or Type  
 Address—Street No., City - County State Zip Code

2. Secured Party:

Arundel Mortgage  
 Name or Names—Print or Type RECORD FEE 11.00  
 79 West Street, Annapolis A.A. Co. MD 21401 POSTAGE .50  
 Address—Street No., City - County State Zip Code 117712 211 201 214028

3. This Financing Statement covers the following types of property: (Describe) (Attach separate list if necessary).

- All goods of the debtor, including raw materials, or materials used or consumed in the business of the debtor, commonly referred to as inventory.
- All personal property and fixtures of the debtor wherever located or whether now owned or in existence or hereafter acquired or created, including goods, documents, chattel paper and leases.
- All the debtor's interest in the Ocean City Associates General Partnership.
- All the debtor's interest in any proceeds from the settlement of the claim of Estate of Ramona Richner vs. the United States Army, et al.
- All wages earned by the debtor or any other compensation or proceeds of any lawsuit received by the debtor.

~~4. If collateral is crops, describe real estate.~~

6. Proceeds of collateral  are  are not covered.  
 7. Products of collateral  are  are not covered.

DEBTOR(S):

Warren Holland  
 (Signature of Debtor)  
 Warren Holland  
 Type or Print  
 \_\_\_\_\_  
 (Signature of Debtor)  
 \_\_\_\_\_  
 Type or Print

SECURED PARTY:

Arundel Mortgage  
 Arundel Mortgage  
 By: Alan Bernstein  
 (Company, if applicable)  
Alan Bernstein Pres  
 (Signature of Secured Party)  
Alan Bernstein Pres  
 Type or Print (Include title if Company)

TO THE FILING OFFICER: After this statement has been recorded please mail the same to:

Name and Address Alan W. Bernstein, Esq., P.O. Box 591, Annapolis, MD 21404

1986 AUG 11 PM 4:08  
 E. AUBREY COLLISON  
 CLERK

11  
2

Bernstein & Feldman, P.A.  
 P. O. Box 591  
 Annapolis, Md 21404-0591

BOOK 501 PAGE 500

263291

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

DEBTOR: BARNETT, Harris and Susan E.

PROPERTY ADDRESS: 351 Westbury Drive  
Riva, Maryland 21140

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175 Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: September 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:

Refrigerator, Range/oven, Disposal, Dishwasher, Fan/hood, Microwave, Central Air

RECORD FEE 12.00  
POSTAGE .50  
#1985 CTT R01 T12:07  
AUG 12 86

The above described items of property are affixed to a dwelling house located in Anne Arundel County Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated August 5, 1986, from Harris Barnett & Susan E. Barnett to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland.

SECURED PARTY:

DEBTORS:

THE LOMAS & NETTLETON COMPANY

7890 Backlick Road, Suite 230  
Springfield, Virginia 22150

BY: Sally Swindle  
Sally Swindle

Harris Barnett

Harris Barnett

Susan E. Barnett  
Susan E. Barnett

12/20

RECEIVED BY FILING OFFICER  
1986 AUG 12 PM 12:10  
AUSREY COLLISON  
CLERK

BOOK 501 PAGE 501

203202

To Be Recorded In The Land Records  
And In The Chattel Records Of The  
Local Jurisdiction And Among The  
Financing Statement Records Of The  
State Department Of Assessments  
And Taxation.

Subject To Recording Tax Of \$ \_\_\_\_\_  
On Principal Amount Of \$60,000.00  
Which Was Paid To The Clerk Of The  
Circuit Court Of Anne Arundel County,  
Maryland Upon The Filing Of A Deed  
Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

1. **DEBTOR:**

**POINTFIELD BUILDERS, INC.**  
P.O. Box 507  
Severna Park, Maryland 21146

Attn: W. Calvin Gray, Jr.  
President

RECORD FEE 13.00  
POSTAGE .50  
#19835 0777 001 113 35  
AUG 12 86

2. **SECURED PARTY:**

**BALTIMORE FEDERAL  
FINANCIAL, F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202

Attn: Sean E.L. Russell  
Real Estate Finance Representative



3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- 13.50
- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
  - b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

1986 AUG 12 PM 1:45

F. AUBREY COLLISON Page 1 of 3 Pages  
CLERK

- property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.
- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
  - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
  - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
  - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and

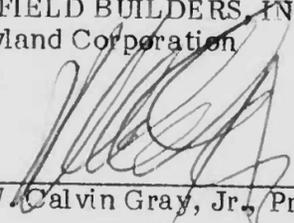
BOOK 501 PAGE 503

recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

POINTFIELD BUILDERS, INC.,  
A Maryland Corporation

By:  (SEAL)  
W. Calvin Gray, Jr., President

Date: August 8, 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Jan M. Greenspan  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BRL) 5704

P-00.95



203233

To Be Recorded In The Land Records  
And In The Chattel Records Of The  
Local Jurisdiction And Among The  
Financing Statement Records Of The  
State Department Of Assessments  
And Taxation.

Subject To Recording Tax Of \$ \_\_\_\_\_  
On Principal Amount Of \$60,000.00  
Which Was Paid To The Clerk Of The  
Circuit Court Of Anne Arundel County,  
Maryland Upon The Filing Of A Deed  
Of Trust.

**FINANCING STATEMENT**  
(Maryland - U.C.C.-1)

1. **DEBTOR:**

**POINTFIELD BUILDERS, INC.**  
P.O. Box 507  
Severna Park, Maryland 21146

Attn: W. Calvin Gray, Jr.  
President

2. **SECURED PARTY:**

**BALTIMORE FEDERAL  
FINANCIAL, F.S.A.**  
300 East Lombard Street  
Baltimore, Maryland 21202

Attn: Sean E.L. Russell  
Real Estate Finance Representative

RECORD FEE 17.00  
POSTAGE 50  
#19841 0777 R01 713:38  
AUG 12 88

3. This Financing Statement covers and the Debtor grants and conveys to the Secured Party a security interest in and to the following:

- a. All plant, equipment, apparatus, machinery, fittings, appliances, furniture, furnishings, and fixtures, and other chattels and personal property and replacements thereof, now or at any time hereafter affixed or attached to, incorporated in, placed upon, or in any way used in connection with the current or future utilization, enjoyment, occupation, or operation of the below referred to real property including by way of example and not by way of limitation, all lighting, heating, ventilating, air conditioning, incinerating, sprinkling, laundry, lifting and plumbing fixtures and equipment, water and power systems, loading and unloading equipment, burglar alarms and security systems, fire prevention and fire extinguishing systems and equipment, engines, boilers, ranges, refrigerators, stoves, furnaces, oil burners or units, communication systems and equipment, dynamos, transformers, motors, tanks, electrical equipment, elevators, escalators, cabinets, partitions, ducts, compressors, switchboards, storm and screen windows and doors, pictures, sculptures, awnings and shades, signs and shrubbery.
- b. All building and construction materials and supplies of every kind, nature and description located on, at, or about the below referred to real property, whether or not yet incorporated into any building, structure, or improvement, or located elsewhere and not as yet delivered to the below referred to real

1750

1986 AUG 12 PM 1:45

E. ADRIAN COLLISON  
CLERK

CLERK

property, which are intended to be used for the purpose of erecting, renovating, restoring, or repairing any building, structure, or improvement on the below referred to real property, including by way of example and not by way of limitation, all steel, iron, concrete, sheet rock and plaster board, screws, paint, plaster, plastics, insulation, fiberglass, wood and wood products, glass, bricks, mortar, masonry, pipes, wiring, linoleum and tile and other floor and wall coverings, roofing and roofing materials, framing and molding.

- c. All plans and specifications, surveys and surveyor's reports, engineer's and architect's reports, diagrams and drawings; licenses, permits and approvals and applications therefor from governmental authorities; service contracts, books, records, reports, accounting records, invoices, change orders, correspondence, diagrams, drawings, schematics, sales and promotional literature and forms, advertising materials and the like, wherever located and whenever created, compiled, or made with respect to the real property described below and all substitutions, renewals, and replacements thereof.
  - d. All rights, benefits, profits, rents, and monies payable under, by reason of, or with respect to any restrictive covenants, easements, or agreements applicable to lands adjoining the real property described below, with the right to collect any sums of money at any time payable to the Debtor in consequence of such rights and benefits, including the release, modification, or amendment thereof.
  - e. All mineral rights and mining rights, as well as all minerals, sand, gravel, soil, and the like (including oil and gas) which have not been extracted from the below-described real property.
  - f. All of the proceeds of the voluntary or involuntary conversion of the real and personal property secured by the below referred to Deed of Trust or any part of such property into cash or liquidated claims, whether by way of condemnation, insured casualty, judgment or otherwise.
  - g. All rents, profits, and benefits to the extent they may constitute accounts, including any deposits of tenants to secure payment of the same and performance of the terms and conditions of any oral or written lease, with respect to the leasing of all or any portion of the real property referred to below.
  - h. All revenues and profits, accounts receivable and contract rights, including any deposits of purchasers, to secure payment of the contract price of any contract of sale for all or any portion of the real property referred to below.
  - i. All of the Debtor's right, title and interest in and to all amounts that may be owing at any time and from time to time by the Secured Party to the Debtor in any capacity, including but not limited to any balance or share belonging to the Debtor of any deposit or other account with the Secured Party.
4. Some of the above-described personal property may be affixed to the real estate described on Exhibit A, attached hereto, being those same lots of ground and improvements thereon described in a Deed of Trust of even date herewith and

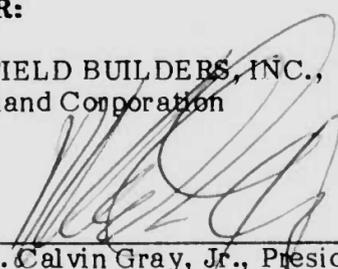
BOOK 501 PAGE 506

recorded among the Land Records of the local jurisdiction from the Debtor to the Trustees named therein for the benefit of the Secured Party. The Debtor is the record owner of the aforementioned real property. Exhibit A attached hereto consists of one page.

5. The proceeds and products of the above-described collateral are secured, as are future advances, after acquired property, and any substitutions, renewals, replacements, additions and accretions of or to any of the above-described collateral.

**DEBTOR:**

POINTFIELD BUILDERS, INC.,  
A Maryland Corporation

By:  (SEAL)  
W. Calvin Gray, Jr., President

Date: August   , 1986

TO FILING OFFICER: After this Statement has been recorded, please return to:

Jan M. Greenspan  
Gebhardt & Smith  
Ninth Floor  
The World Trade Center  
Baltimore, Maryland 21202  
File No.: (BRL) 5703

P-00.96

BOOK 501 PAGE 507

EXHIBIT "A"

BEING known and designated as Lot 7, as shown on a Plat entitled, "STEWARTS PURCHASE", which Plat is recorded among the Land Records of Anne Arundel County in Plat Book 89, folio 7.

P-00.95

263294

MARYLAND NATIONAL BANK

# FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records of \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records of Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Recordation Tax has been paid on the principal amount of \$ 224,000.00 in connection with the filing of the Deed of Trust described below in the Land Records of Anne Arundel County, Maryland.

5 Debtor(s) Name(s)  
 Stanley E. Goldman  
 Evie S. Goldman  
 Maxwell Reinstein  
 Lois A. Reinstein

Address(es)  
 1994 Moreland Parkway, Suite 1B  
 Annapolis, Maryland 21401

RECORD FEE 14.00  
 POSTAGE 50  
 #33015 0040 R02 113:56  
 AUG 12 86

6 Secured Party:  
 MARYLAND NATIONAL BANK  
 Attention Charles S. Fitzgerald

Address: Real Estate and Mortgage Division  
 10 Light Street  
 Fifth Floor  
 Baltimore, Maryland 21202

7 This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of insurance policies covering all or any part of such property:

(a) The interest of Debtor(s) in all building materials, furniture, fixtures, machinery, equipment and tangible personal property of every kind and nature whatsoever (other than consumable goods, inventory, and trade fixtures or other personal property owned by tenants occupying all or any portion of the improvements on the premises hereinafter described) now or hereafter located on, contained in or upon or attached to, or used or usable in connection with the premises (and any and all improvements thereon, whether now existing or hereafter constructed) described in a certain Deed of Trust dated August 12, 1986 from Debtor(s) Lawrence J. Grady, Jr. and Stephen F. Beckenholdt, Trustees (the Deed of Trust), all property being located in Anne Arundel County, Maryland, said property being more particularly described in Exhibit A attached hereto and made a part hereof.

(b) All accounts receivable in respect of any and all leases and subleases (it being understood and agreed that pursuant to the Deed of Trust, the Secured Party received an absolute assignment of leases, subleases and rents, but in the event a court of competent jurisdiction fails to recognize or enforce such assignment or rules it ineffective, the parties agree that in the alternative, the Secured Party shall be considered to have been granted a security interest in such leases, subleases and rents and the accounts receivable therefrom) or contracts of sale executed by the Debtor of any part or parcel of the described land and the improvements thereon located, whether said accounts receivable are now in existence or hereafter created.

Debtor(s):  
Stanley E. Goldman (Seal)  
Evie S. Goldman (SEAL)  
Maxwell Reinstein (SEAL)  
Lois A. Reinstein (Seal)

Secured Party:  
 MARYLAND NATIONAL BANK  
 By: Charles S. Fitzgerald (SEAL)  
Vice President  
 Type name and title

Mr. Clerk, Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

853-R ED 1-85

RECEIVED BANK RECORD  
 ANNE ARUNDEL COUNTY  
 1986 AUG 12 PM 1:59  
 E. AUBREY COLLISON  
 CLERK



1400

File No.

Policy No.

LEGAL DESCRIPTION

Unit No. 125, in Building 14, being known and designated as 13A Heritage Court  
Unit No. 126, in Building 14, being known and designated as 13B Heritage Court  
Unit No. 127, in Building 14, being known and designated as 15A Heritage Court  
Unit No. 128, in Building 14, being known and designated as 15B Heritage Court  
Unit No. 129, in Building 14, being known and designated as 17A Heritage Court  
Unit No. 130, in Building 14, being known and designated as 17B Heritage Court  
Unit No. 131, in Building 14, being known and designated as 19A Heritage Court  
Unit No. 132, in Building 14, being known and designated as 19B Heritage Court

in the Horizontal Property Regime known as HILLTOP VILLAGE CONDOMINIUM, as the same is established by a Condominium Declaration dated August 18, 1980 and recorded among the Land Records of Anne Arundel County in Liber 3334, folio 238 and as shown on a Plat(s) of Condominium recorded in Plat Book No. 18 as pages 39 through 50, and Plat Book No. 19, pages 1 through 12, recorded as aforesaid.

Together with , as to each unit, an undivided 1/142 interest in the common elements of said Condominium, and the rights, ways, and easements appurtenant thereto, all as set out in the Condominium Declaration.



THE MONUMENTAL TITLE CO.  
The Monumental Title Bldg.  
BEVERNA PARK, MD. 21140

CROSS INDEXED IN LAND RECORDS  
UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. L. 428

Page No. 84

Identification No. 233752

Dated August 11, 1980

1. Debtor(s) { Donald and Linda L. Stolkovich  
Name or Names—Print or Type  
242 Cinmar Road, Glen Burnie, MD 21061 (A.A.Co.)  
Address—Street No., City - County State Zip Code

MAIL TO:

2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

LAWYERS TITLE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

RECORD FEE 12.00  
POSTAGE .50  
#15887 CMB R01 T15450

AUG 12 86

Dated: July 21, 1986

Sears, Roebuck and Company  
Name of Secured Party

[Signature]  
Signature of Secured Party

J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

10  
\$

Q.L. CLEAR

1986 AUG 12 PM 01  
F. AUDREY COLLISON

128641

BOOK 501 PAGE 511

CROSS INDEXED IN LAND RECORDS

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. Book 475 Page No. 364  
Identification No. 252923 Dated 7/27/84

1. Debtor(s) { Carroll W. Timmons and Jane L. Timmons  
Name or Names—Print or Type  
605 West Dr., Glen Burnie, MD 21061  
Address—Street No., City - County State Zip Code

~~MAIL TO:~~ 2. Secured Party { Sears, Roebuck and Company  
Name or Names—Print or Type  
6901 Security Blvd., Baltimore, Maryland 21207  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

LAWYERS TITLE INSURANCE CORP.  
114 E. LEXINGTON STREET  
THIRD FLOOR  
BALTIMORE, MARYLAND 21202

RECORD FEE 10.00  
POSTAGE .50

#17865 CM5 R01 T14#56

JUL 21 1986

Dated: \_\_\_\_\_ Sears, Roebuck and Company AUG 12 86  
Name of Secured Party  
[Signature]  
Signature of Secured Party  
J.D. Althouse-Credit Central Oper. Mgr.  
Type or Print (Include Title if Company)

1986 AUG 12 PM 4:26  
E. AUGER, CLERK  
COLLISON



FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_ The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s): Capitol Title Insurance Agency, Inc. Address(es): 2101 Defense Highway, Crofton, Maryland 21114  
540 Ritchie Highway, Severna Park, Maryland 21146

6. Secured Party: Maryland National Bank Address: Department: Maryland National Bank  
 Attention: Barbara Newell Post Office Box 987, Mailstop 500-501  
 Baltimore, Maryland 21203

(Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is \_\_\_\_\_ (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Capitol Title Insurance Agency, Inc.

Secured Party: Maryland National Bank

By: Andrew G. Levy (Seal)  
Type name and title, if any

By: Maryland National Bank (Seal)

By: Vice President (Seal)  
Type name and title, if any

Barbara A. Newell  
Type name and title Barbara A. Newell

MARYLAND NATIONAL BANK

1986  
 1986 AUG 13 AM 10:07  
 E. AUBREY COLLISON  
 CLERK



11.00  
\$

11.00  
100  
AUG 13 1986

FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Records at Anne Arundel County & Dept. of Assessments & Taxation
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$ \_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of Anne Arundel County Court paid upon recordation of Deed of Trust

5. Debtor(s) Name(s): \_\_\_\_\_ Address(es): \_\_\_\_\_  
 Maryland Manor of Glen Burnie, Inc. 7575 North Howard Street  
 Glen Burnie, Maryland 21061

6. Secured Party: Maryland National Bank Address: Department: Regional Office  
Post Office Box 987, Mail Stop Church Circle Branch  
 Attention: Maureen T. Konschnik XXXXXXXXXXXX Annapolis, MD 21401  
 (Mr. Clerk: Please return to Maryland National Bank as indicated in paragraph 6 above.)

7. This Financing Statement covers the following types (or items) of property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property. 11.00  
.50  
AUG 13 86

A. Inventory. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.

B. Contract Rights. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. Accounts. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. General Intangibles. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. Chattel Paper. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. Specific Equipment. All of the equipment of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. Other. All of the property of each Debtor described (1) in the space below bearing the heading "Description of Collateral," and/or (2) on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described (1) in the space below bearing the heading "Description of Collateral (or Real Property)," and/or (2) on Schedule A attached hereto and made a part hereof by reference. The Record Owner of the real estate is Maryland Manor of Glen Burnie, Inc.  
 (to be completed if the Debtor does not have an interest of record in the real estate.)

Description of Collateral (or Real Property). (Continued on Schedule A):

Debtor: Maryland Manor of Glen Burnie, Inc. Secured Party: Maryland National Bank

By: [Signature] (Seal)  
 Type name and title, if any  
Carl A. Brunetto, President

By: [Signature] (Seal)  
 Type name and title  
Maureen T. Konschnik Assistant Vice President

By: [Signature] (Seal)  
 Type name and title, if any  
Martin L. Doordan, Vice President

MARYLAND NATIONAL BANK

RECEIVED FOR RECORD  
DEPT. OF ASSESSMENTS & TAXATION

1986 AUG 13 AM 10:08

E. AUBREY COLLISON  
CLERK





FINANCING STATEMENT

- 1.  To Be Recorded in the Land Records at \_\_\_\_\_
- 2.  To Be Recorded among the Financing Statement Records at Anne Arundel County
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_

5. Debtor(s) Name(s) Address(es)  
 Baltimore Tank Lines, Inc. 180 Eighth Ave.  
 Glen Burnie, Maryland 21061

6. Secured Party Address  
 Maryland National Bank 7310 Ritchie Highway  
 Attention: Faye Hughes Glen Burnie, Maryland 21061

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

A. *Inventory*. All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof

B. *Contract Rights*. All of the contract rights of each Debtor both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

C. *Accounts*. All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.

D. *General Intangibles*. All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.

E. *Chattel Paper*. All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, and the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.

F. *All Equipment*. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

G. *Specific Equipment*. All of the equipment of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.

H. *Other*. All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8.  All or a portion of the property described above is affixed or is to be affixed to or is or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference.

Baltimore Tank Lines, Inc.

Gordon Westkamp (Seal)  
Gordon Westkamp, President

Eli Fleming (Seal)  
Eli Fleming, Secretary

\_\_\_\_ (Seal)

\_\_\_\_ (Seal)

Secured Party  
Maryland National Bank

M. Faye Hughes, Sr. (Seal)

M. Faye Hughes, Sr. Branch Officer  
Type name and title

Mr. Clerk: Please return to Maryland National Bank to the officer and at the address set forth in paragraph 6 above.

RECEIVED  
 ANNE ARUNDEL COUNTY  
 1986 AUG 13 AM 10:08  
 E. AUBREY COLLISON  
 CLERK

RECORD FEE 11.00  
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 AUG 13 1986

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 CLERK

SCHEDULE A

THIS SCHEDULE A is attached to and made a part of a

Financing Statement/Security Agreement

---

Disc Capacity Controller 35MB  
Mag Tape Cartridge Data Only  
300 LPM Printer w/controller  
64KB Memory

203298

BOOK 501 PAGE 516

TO BE RECORDED IN THE  
FINANCING STATEMENT RECORDS

NOT SUBJECT TO RECORDATION TAX

**FINANCING STATEMENT**

1. Debtor:  
Vincenzo Pasqualucci

Address:  
25 Randall Street  
Annapolis, Maryland 21401

2. Secured Party:  
SECOND NATIONAL BUILDING  
& LOAN, INC.

Address:  
P. O. Box 2558  
Salisbury, MD 21801  
ATTN: William F. Brooks, Jr.

3. This Financing Statement covers:

RECORD FEE 13.00  
POSTAGE .50

(a) All improvements, buildings, fixtures, machinery, inventory, building materials, furniture and furnishings and articles hereafter owned by Debtor and located in or upon any interest or estate in land described in **Exhibit A** or any part thereof and used or usable in connection with any present or future operation of said land whether now owned or hereafter acquired by the Debtor including windows and doors, floor coverings, shrubbery, plants, boilers, tanks, machinery, appliances, furnaces, radiators, blinds and all heating, lighting and flood lighting, plumbing, power, water, refrigerating, gas, electric, ventilating, air conditioning, fire protection, maintenance and incinerating systems and equipment, switchboards and other communications apparatus, elevators and including all equipment installed or to be installed and used in the operation of the buildings and any and all renewals and replacements thereof and any substitution for, or additions to the same; it being understood that all of the aforesaid shall be deemed to be fixtures and part of said land; and, all cash on hand, accounts receivable, chattel paper, or cash held on account by any financial institution for or on behalf of the Debtor.

(b) And the reversions and remainders, rents, issues and profits from the herein described land, including particularly, but not by way of limitation, all rights and interest of Debtor in and to any and all leases with respect to the aforesaid land and properties, or any portion thereof, and all rental or other payments which may be due and owing from any persons, firms or corporations which may lease or occupy any portion of the above described premises and all the estate, rights, title, interest and claim whatsoever, at law, which the Debtor now has or may hereafter acquire in and to the aforesaid land and property and every part and parcel thereof and all right, title and interest in proceeds of insurance with respect to the property and the fixtures (or property deemed to be fixtures as identified in

118971 0000 R01 T11-52  
AUG 15 88

1988 AUG 15 AM 11:59  
CLERK  
S. AUSTIN COLLISON  
CLERK

*Handwritten mark*

the preceding paragraph) and any and all awards made to Debtor for the taking by eminent domain or by any preceeding or purchase in lieu thereof, of the whole or of any part of the herein described land.

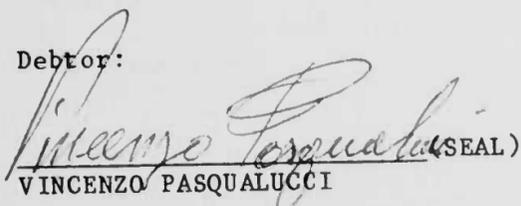
(c) All licenses and/or permits of any kind issued to or on behalf of the Borrower for use of the Borrower as is necessary in connection with any business operated on the premises or as used as commercial and rental space.

4. The aforesaid items covered by this Financing Statement are included as security in a Deed of Trust, Assignment of Rents and Leases executed even date hereto between the Secured Party and the Debtor and recorded or intended to be recorded among the Land Records of the **Anne Arundel County, Maryland.**

5. Proceeds of the collateral are also covered hereunder.

6. Property description: See attached **Exhibit A.**

Debtor:

 (SEAL)  
VINCENZO PASQUALUCCI

Dated: August 8, 1986

MR. CLERK:

Please return to:

  
David S. Bruce, Esq.  
BLUMENTHAL, WAYSON, DOWNS & OFFUTT, P.A.  
80 West Street, P. O. Box 868  
Annapolis, Maryland 21404

BOOK 501 PAGE 518

EXHIBIT A

ALL that part and parcel of land located in the Sixth Election District, Annapolis, Anne Arundel County, Maryland to wit:

BEGINNING for the same at the southeast corner of Randall and Prince George Streets and running with the South side of Prince George Street in an easterly direction fifty-one (51) feet to the lines of John Mason's property, thence with said line of said property in a southerly direction fifty-four (54) feet to a point, thence westwardly and in a line parallel with Prince George Street, fifty-one (51) feet to the lines of Randall Street, and thence with the ease line of said street northwardly fifty-four (54) feet to the corner and place of beginning. SAVING AND EXCEPTING all that property recorded in Liber 46, folio 321.

BEING the same property conveyed to Vincenzo Pasqualucci by Deed dated February 2, 1977, from Diane Scates, Loring Wilson and Clarence J. Wilson, and recorded in the Land Records of Anne Arundel County, Maryland in Liber 2931 Folio 201.

## TO BE RECORDED:

- \_\_\_ Among the Land Records of Anne Arundel County, Maryland
- X Among the Financing Statement Records of Anne Arundel County, Maryland
- \_\_\_ Among the Records of the State Department of Assessments and Taxation of Maryland
- \_\_\_ Among the Financing Statement Records of Baltimore City, Maryland

Not Subject to Recordation Tax imposed pursuant to Title 12 of the Tax Property Act of the Annotated Code of Maryland

Principal Amount is \$6,833,500

The appropriate amount of documentary stamps are affixed to a Deed of Trust recorded or to be recorded among the Land Records of Anne Arundel County, Maryland and given as security for the same loan.

FINANCING STATEMENT

- |  |  |
|--|--|
| 1. Debtor:                                       | Address:   |
| Annapolis Roads Section 3<br>Limited Partnership | 715 St. Paul Street<br>Baltimore, Maryland 21202 |
| 2. Secured Parties:                              |  |
| Maryland National Mortgage Corporation           | 32 South Street<br>Baltimore, Maryland 21202     |
| 3. Maturity Date of Obligation                   | November 1, 2027                                 |
| 4. This Financing Statement Covers:              |  |

REGISTRATION FEE 18.00  
POSTAGE .50

#33176 C055 R02 113:41  
AUG 13 86

(a) all buildings and improvements of every kind and description now or hereafter erected or placed in or upon any interest or estate now in the land herein described or any part thereof and used or usable in connection with any present or future operation of said land now owned or hereafter acquired by Debtor and all fixtures including but not limited to all gas and electric fixtures, engines and machinery, radiators, heaters, furnaces, heating equipment, steam and hot water boilers, stoves, ranges, elevators, motors, bathtubs, sinks, water closets, basins, pipes, faucets, and other plumbing and heating fixtures, mantels, refrigerating plant and appurtenances, furniture, shades, awnings, screens, blinds, and other furnishings; and

1800  
50

BOOK 501 PAGE 520

(b) all of the rents, issues, and profits which may arise or be had therefrom, and all articles of personal property now or hereafter attached to or used in and about the building or buildings now erected or hereafter to be erected on the lands herein described which are necessary to the complete and comfortable use and occupancy of such building or buildings for the purpose for which they were or are to be erected, including all goods and personal property as are ever used or furnished in operating a building or the activities conducted therein, and all renewals or replacements thereof or articles and substitutions therefor, whether or not the same are, or shall be attached to said building or buildings in any manner; and

(c) all building materials and equipment now or hereafter delivered to said premises intended to be installed therein; and

(d) all contract rights of and from the herein described property or any part thereof.

5. The aforesaid items are included as security in a Deed of Trust (the "Deed of Trust") of even date herewith given by Debtor to Secured Parties, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland to secure an indebtedness by the Debtor to secured party and are deemed by said Deed of Trust to be a part of the hereinafter described real estate.
6. Proceeds of collateral are covered hereunder.
7. The real property upon which a portion of the goods may attach as real property or fixtures is more particularly described in Exhibit A attached hereto and made a part hereof.

Debtor:

Annapolis Roads Section 3 Limited Partnership

By:

Harry D. Myerberg,  
General Partner

Dated: August 13, 1986

MR. or MS. CLERK: AFTER RECORDATION, PLEASE MAIL TO:

Kevin J. Kelehan, Esquire  
Reese and Carney  
10715 Charter Drive  
Columbia, MD. 21043  
42208/8221

SCHEDULE A

## METES AND BOUNDS DESCRIPTION

## SECTION 3

## ANNAPOLIS ROADS APARTMENTS

## SIXTH ELECTION DISTRICT

## CITY OF ANNAPOLIS

## ANNE ARUNDEL COUNTY, MARYLAND

Being known and designated as Section 3 "Annapolis Roads Apartments" and being a part of the same land which by deed dated December 6, 1973 and recorded among the Land Records of Anne Arundel County, Maryland, in Liber W.G. L. 2644 at Folio 175 was conveyed by Stanley Rosensweig, et al, to Annapolis Roads Apartment Company, a Maryland Co-Partnership, and being more particularly described as follows:

Beginning for the same at a point where the northerly side of Claibourne Road (40 feet wide) intersects the most easterly line of Section 1A "Annapolis Roads Apartments" as per plat thereof recorded among the plat records of Anne Arundel County, Maryland as Plat 3019 in Book 56, Page 44, thence leaving said road and running in reversal with the lines of Section 1A and also with the perimeter of Section 3 the following two (2) courses and distances

1. North 18°24'39" West, 201.02 feet to a point, thence
2. South 83°47'49" West, 837.46 feet to a point, thence said point also being the beginning of the sixth line of Schedule A of deed recorded in Liber W.G.L. 2644 at Folio 175 and and running with the lines of said Schedule A the following nine (9) courses and distances
3. North 12°24'20" East, 661.11 feet to a point, thence

4. South 76°05'40" East, 725.70 feet to a point, thence
5. South 68°25'30" East, 332.67 feet to a point, thence
6. South 23°00'10" East, 358.79 feet to a point, thence
7. South 34°40'00" East, 130.00 feet to a point, thence continuing along said northern side of Claibourne Road
8. South 80°50'00" West, 180.28 feet to a point of curvature, thence
9. 55.90 feet along the arc of a curve deflecting to the right having a radius of 62.23 feet and a chord bearing and distance of North 73°25'50" West, 54.04 feet to a point of tangency, thence
10. North 47°41'38" West, 25.50 feet to a point, thence
11. North 83°59'41" West, 135.74 feet to a point, thence for a portion of Line 16 of the aforementioned Schedule A
12. South 71°35'21" West, 95.17 feet to the Point of Beginning, containing 13.6821 acres of land.

SUBJECT to any and all easements, rights-of-way or covenants of record.

MARYLAND FINANCING STATEMENT TERMINATION

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 482 Page No. 574  
Identification No. 255731 Dated Feb. 26, 1985

1. Debtor(s) { Bernstein & Feldman P.A.  
Name or Names — Print or Type  
79 West St. Annapolis, Md. 21401  
Address — Street No., City - County State Zip Code

2. Secured Party { First National Bank of Md.  
Name or Names — Print or Type  
83 Forest Plaza Annapolis, Md. 21401  
Address — Street No., City - County State Zip Code

3. Maturity Date (if any) \_\_\_\_\_

4. The Secured Party no longer claims a security interest under the Financing Statement bearing the file number shown above and that Financing Statement is hereby terminated.

RECORD FEE 10.00  
POSTAGE .50  
#20121 CTTI R01 T09105  
PS



1986 AUG 14 PM 10:10  
E. WASHINGTON CLERK

Dated: August 1, 1986

First National Bank of Md.  
N. S. Governale  
(Name of Secured Party)  
*N. S. Governale*  
(Signature of Secured Party)  
Senior Loan Acct. Executive  
Type or Print (Include Title if Company)

Bernstein & Feldman, P.A.  
P. O. Box 591  
Annapolis, Md 21404-0591

CR  
CLERK  
*10/20*

STATEMENT OF TERMINATION OF FINANCING  
(Pursuant of Uniform Commercial Code)

July 30th 19 86

The UNDERSIGNED being the Secured Party named in the Financing Statement hereafter described, no longer claims a security interest under the said Financing Statement and the same is hereby terminated.

Description of Financing Statement hereby terminated:

File No. 251513 Dated March 30th, 1984

in the Office of Anne Arundel County, Maryland  
(County/City and State)

DEBTOR OF DEBTORS (name and address):

NAME Lawrence J. Cavaiola and Maureen H. Cavaiola

ADDRESS 22 Emerson Road  
Serverna Park, MD 21146

RECORD FEE 10.00  
POSTAGE 50  
#33275 C345 R02 T13:54  
AUG 14 86

The said Filing Office, or presentation to him of this Statement of Termination of Financing, and payment of the fees required by law, is hereby authorized and directed to note the same in Index, and unless otherwise required by law, remove the said Financing Statement from the files and return the same to the Secured Party as provided in the Uniform Commercial Code.

NAVY FEDERAL CREDIT UNION  
Secured Party

By: [Signature]  
(Authorized Signature)  
Robert P. Strassheim

ASSISTANT TREASURER  
(Title)

1986 AUG 14 PM 1:56  
F. ADRIAN COLLISON  
CLERK



10-00  
L

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name WARD MANUFACTURING, INC.

Address c/o Don Klapproth Sales Agency  
2524 Carrollton Road, Annapolis, Maryland 21403

2. SECURED PARTY

Name MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION

Address Princeton Meadows Office Center

Plainsboro Road, Plainsboro, NJ 08536

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

SEE EXHIBIT A ANNEXED HERETO AND BY THIS REFERENCE MADE A PART HEREOF

Name and address of Assignee

THIS INSTRUMENT IS BEING RE\*RECORDED TO ADD EXHIBIT A

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

WARD ~~MANUFACTURING~~ MANUFACTURING, INC.

By: Bruce F. Eilenberger Pres  
(Signature of Debtor)

BRUCE F. EILENBERGER  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

MARYLAND NATIONAL INDUSTRIAL FINANCE CORPORATION

By: Daniel J. Kuan attorney in fact  
(Signature of Secured Party)

DANIEL J. KUAN attorney in fact  
Type or Print Above Signature on Above Line

RECORDED

RECORDED

RECORDED

RECORDED

RECEIVED IN RECORDS SECTION ANNE ARUNDEL COUNTY

1986 MAR 10 PM 3:10

E. AUBREY COLLISON CLERK

CLERK

1986 MAR 10 PM 4:05

E. AUBREY COLLISON CLERK

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MAR 10 86

RECORD FEE 11.00  
POSTAGE .50  
#20252 0345 R01 T14:01  
MAR 14 86

EXHIBIT A

Exhibit (A to UCC-1 Financing Statement by and between  
Ward Manufacturing, Inc., Debtor and Maryland National Industrial  
Finance Corporation, Secured Party.

BOOK 501 PAGE 526

The collateral shall consist of:

(i) All Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments (the "Receivables"); all Debtor's right, title and interest, and all of Debtor's rights, remedies, security and liens, in, to and in respect of the Receivables, including without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Receivables, deposits or other security for the obligation of any account debtor, and credit and other insurance; all Debtor's right, title and interest in, to and in respect to, or otherwise representing or evidencing any Receivables, and all returned, reclaimed or repossessed goods; all books, records, ledger cards and other property and general intangibles at any time evidencing or relating to the Receivables.

(ii) All raw materials, work in process, finished goods and all other inventory of whatsoever kind or nature, and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names or marks affixed or to be affixed thereto for purposes of selling or identifying the same or the seller or manufacturer thereof and all Debtor's right, title and interest therein and thereto, wherever located, whether now owned or hereafter acquired (the "Inventory"); and all books, records and other property and general intangibles at any time relating to the Inventory.

~~(iii) All machinery, equipment, spare parts, vehicles, furniture and fixtures, including, without limitation, dies, tools, jigs and molds, all warranties by third parties relating thereto, and all attachments, accessions and equipment now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired (the "Equipment"); and all books, records and other property and general intangibles at any time relating to the Equipment.~~

~~(iv) All patents, trademarks, trade names and copyrights, whether now owned or hereafter acquired by Debtor; and all books, records and other property and general intangibles (including tax refunds) at any time relating thereto including, without limitation, all rights to royalties and other rights under license and franchise agreements.~~

(v) All products and proceeds of all of the foregoing, in any form, including, without limitation, any claim against third parties for loss or damage to or destruction of any or all of the foregoing.

Debtor: WARD MANUFACTURING,  
INC.

MARYLAND NATIONAL INDUSTRIAL FINANCE  
CORPORATION

By: Mace F. Eisenberger Pres

By: Daniel Kraus 9/1/77  
for it

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer pursuant to UCC.

1. NAME AND ADDRESS OF DEBTOR:

DON'S DELI CATERING, INC.  
7201 Standard Drive  
Hanover, MD 21076

DONALD SREBROSKI and JOANN SREBROSKI,  
his wife  
861 South Shore Drive  
Glen Burnie, MD 21061

2. NAME AND ADDRESS OF SECURED PARTY:

GRAPE JELLI DELLI, INC.  
9003 Sidelong Place, Columbia, MD 21045

3. This Financing Statement covers all:

- Machinery, equipment, fixtures and furniture now owned or hereafter acquired, together with attachments, accessories, etc.
- Inventory, raw materials, etc., including after acquired and proceeds.
- Accounts, including after acquired, and proceeds.
- Contract rights, including after acquired, and proceeds.
- Right, title and interest in and to the liquor license issued with respect to the premises located at \_\_\_\_\_, and all renewals thereof.
- Automotive equipment now owned or hereafter acquired, together with attachments, accessories, etc.
- 

RECORD FEE 13.00  
RECORD TAX 175.00  
POSTAGE 50  
TOTAL 188.50  
AUG 14 1986

4. APPLICABLE ONLY TO TWELVE YEAR LOANS: Maturity date: \_\_\_\_\_

5. This transaction is  , is not  exempt from the recordation tax.  
Principal amount of the Debt is \$25,000.00

DEBTOR:

DON'S DELI CATERING, INC.

BY: Donald Srebroski (SEAL)  
President

Donald Srebroski (SEAL)  
Donald M. Srebroski

Joann P. Srebroski (SEAL)  
Joann P. Srebroski

SECURED PARTY:

GRAPE JELLI DELLI, INC.

BY: \_\_\_\_\_ (SEAL)  
President

AFTER RECORDATION RETURN TO:

James L. Mayer  
8293 Main Street  
Ellicott City, MD 21043



1986 AUG 14 PM 4:09

HOSTESS  
CLERK

13-  
175-  
50



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 45

Page No. 98

Identification No. 29486

Dated 6/16/86

1. Debtor(s) { WILLIAM EUGENE CROTHERS and ANNA CROTHERS, his wife  
Name or Names - Print or Type  
106 Ralph Road Glen Burnie, Maryland 21061  
Address - Street No., City - County State Zip Code

2. Secured Party { Metropolitan Life Insurance Company c/o Wye Mortgage Corporation  
Name or Names - Print or Type  
7801 York Road Baltimore, Maryland 21204  
Address - Street No., City - County State Zip Code

3. Maturity Date (if any) October 1, 1995

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1986 AUG 14 PM 4:24  
CR CLERK  
E. AUBREY COLLISON  
CLERK  
ANNE ARUNDEL COUNTY

RECORD FEE 10.00  
POSTAGE 50  
#33307 C055 R02 T15:33  
AUG 14 86

METROPOLITAN LIFE INSURANCE COMPANY  
WITNESS our hands and seals this 16th Day of June 19 86

WITNESS: BY: WYE MORTGAGE CORPORATION  
Hilda M. Benny Nancy L. Shauk, Vice President  
Hilda M. Benny Richard N. Schmertzler, Vice President  
As His "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County  
Liber 3380, Folio 606.)

Howard M. Dillow Jr  
106 RALPH RD  
GLEN BURNIE MD  
21061

1000  
D

203303

13 50  
 1986 AUG 13 PM 3:27  
 CLERK  
 MARYLAND COLLEGE

FINANCING STATEMENT

1.  To Be Recorded in the Land Records.
2.  To Be Recorded among the Financing Statement Record.
3.  Not subject to Recordation Tax.
4.  Subject to Recordation Tax on an initial debt in the principal amount of \$49,659.68. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to Clerk of the Circuit Court of Anne Arundel County.

5.	Debtor(s) Name(s)	Address(es)
	Robert F. Beall Janet S. Beall	365 Md. Rt. 3 No. Millersville, Maryland 21108
6.	Secured Party	Address
	First National Bank of Maryland	18 West St. Annapolis, Maryland 21401

7. This Financing Statement covers and Debtors hereby grant to the Secured Parties a security interest in the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

All Equipment. All of the equipment of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof. This is limited to items which are affixed or which are to be affixed to the real estate.

8. All or a portion of the property described above is affixed or is to be affixed to or on the real estate described on Schedule A attached hereto and made a part hereof by reference.

DEBTOR:

Robert F. Beall  
 Robert F. Beall  
Janet S. Beall  
 Janet S. Beall

SECURED PARTY:

First National Bank of Maryland

RECORD FEE 12.00  
 POSTAGE .50  
 #33204 0055 R02 T15:25  
 AUG 13 86

By: Susan E. Haley  
 Susan E. Haley  
 Regional Loan Officer

Address where Collateral will be located:

.051 Acres on  
 Northbound Lane Rt. 3  
 Annapolis, Maryland 21401

Mr. Clerk: Please return to Blumenthal, Wayson, Downs & Offutt, P.A., 80 West Street, P.O. Box 868, Annapolis, Maryland 21404.

MWO--8

12/10/86

## SCHEDULE A

BEGINNING for the same at an iron pipe now set in the southeasternmost right of way line of the northbound lane of Maryland Route #3 as shown on the State Roads Commission of Maryland Plat No. 16651, distant North  $31^{\circ} 57'$  East 32.2 feet and South  $79^{\circ} 50'$  East 21.17 feet from an iron axle there found at the beginning of the conveyance by the Continental Realty Company to William A. Dorr and wife by deed dated November 26, 1951, and recorded among the Land Records of Anne Arundel County in Liber J.H.H. No. 656, folio 238; said axle also being at the beginning of the South  $79^{\circ} 50'$  East 385.95 foot line of the conveyance by Joshua B. Colvin and wife to William A. Dorr and wife by deed dated October 28, 1941 and recorded among the Land Records of Anne Arundel County in Liber, J.H.H. No. 246, folio 483; thence leaving said beginning point so fixed and running through part of said two conveyances to Dorr with said southeasternmost right of way line with a curve to the right having a radius of 1185.92 feet, an arc of 64.30 feet; said arc having a chord of South  $36^{\circ} 09'$  West 64.39 feet, and South  $29^{\circ} 16' 40''$  West 86.33 feet to an iron pipe now set; thence leaving said right of way line of said Northbound Lane and running South  $79^{\circ} 50'$  East 185.31 feet to an iron pipe now set; thence North  $10^{\circ} 10'$  East 139.45 feet to an iron pipe now set and North  $79^{\circ} 50'$  West 128.83 feet to the place of beginning. Containing 0.51 acres, more or less, according to a survey and plat made by Edward Hall, III, Registered Land Surveyor, in July 1962.

Mail to

Frost Natl Bank

FINANCING STATEMENT

File No

THIS Financing Statement is presented to a FILING OFFICER pursuant to the Uniform Commercial Code.

<p>1. DEBTOR(S) and Address(es)</p> <p>Automotive Accents, Ltd. 601 D &amp; E Hammonds Ferry Road Linthicum, Maryland 21090</p>	<p>2. SECURED PARTY and Address</p> <p>UNION TRUST COMPANY OF MARYLAND Baltimore &amp; St. Paul Streets Baltimore, Maryland 21203</p> <p>Attn: James A. Shimer Assistant Vice President</p> <p><u>Return to Secured Party</u></p>
---	---

3. This Financing Statement covers the following types (or items) of property: All of the property described in subparagraphs A through E below unless one or more boxes are checked. If a box is checked, "Collateral" means only the property described in the subparagraph (s) whose box or boxes are checked.

[x] A. All of Debtor's equipment and supplies (including all present and future additions, attachments, accessions, substitutions and replacements), used in or related to the conduct of restyling automobiles (describe type of business or profession), including, but not limited to that which is described below and in any separate schedule at any time delivered by Debtor to Bank; and all proceeds thereof in any form whatsoever:

[x] B. All of the inventory of the Debtor, of every type or description, now owned and hereafter acquired and wherever located, including raw materials, work in process and finished goods, all materials usable or used or consumed in Debtor's business; all present and future substitutions and additions and all proceeds and products thereof in any form whatsoever.

[x] C. All of Debtor's present and future accounts receivable, contract rights, general intangibles, things in action, chattel paper, instruments, mortgages and returned, repurchased and repossessed goods, all money due or to become due Debtor, and the books and records relating to, and the proceeds of the foregoing in any form whatsoever.

[ ] D. All crops, livestock and supplies held, used or produced in farming operations; all products of crops and livestock in every state or condition and all proceeds and products of the foregoing in any form whatsoever.

[x] E. Other. All of Debtor's furniture and fixtures now owned or hereafter acquired.

RECORD FEE 11.00  
POSTAGE .50  
#32702 C237 R02 109:57  
AUG 8 86

4. Proceeds and products of collateral; and all options, rights, conversion, subscription and other privileges now and hereafter arising with respect to collateral are covered hereunder.

5. This transaction ~~(is)~~ (is not) exempt from the recordation tax. (Md.)  
Principal amount of debt initially incurred is: \$50,000.00 of which \$40,000.00 shall be used to purchase inventory and is therefore exempt from recordation taxes.

DEBTOR:

AUTOMOTIVE ACCENTS, LTD.  
(Type Name)  
By: Thomas J. Barley, President  
[Signature]  
[Signature]

SECURED PARTY:

UNION TRUST COMPANY OF MARYLAND  
By: James A. Shimer, Asst. Vice President  
[Signature]  
[Signature]  
July 30 1986  
(Date Signed by Debtor)

INSTRUCTIONS: Sign in ink; type or print other information in ink. Margins are for use of Filing Officer only. Under each signature, type or print name of person signing and title, if any.

~~XXXXXXXXXXXX~~  
After Recordation, return to: Bruce F. Taub, Esquire, Shapiro and Olander, 36 South Charles Street, Suite 2000, Baltimore, Maryland 21201. To be recorded in the land records and financing statement records of Anne Arundel County, Md. and the financing records of the Maryland State Department of Assessments and Taxation. Recordation stamps in the amount of \$70.00 have been paid in Anne Arundel County, Maryland.

11-09 5

G. L. CLERK

C86-04-104

BOOK 501 PAGE 532

THE LOMAS & NETTLETON COMPANY

FINANCING STATEMENT

203214

This Financing Statement is presented to a Filing Officer pursuant to the Uniform Commercial Code.

DEBTOR: ROHDE, Richard A. & Mary J.

PROPERTY ADDRESS: 538 Devonshire Court  
Severna Park, Maryland 21146

SECURED PARTY: The Lomas & Nettleton Company, its successors and assigns, 175  
Orange Street, New Haven, Connecticut 06510.

MATURITY DATE OF OBLIGATION: July 1, 2016

THIS FINANCING STATEMENT COVERS THE FOLLOWING ITEMS OF PROPERTY:

Refrig., Range/Oven, Disp., Dishwasher, Fan/Hood, Compactor, Washer and Dryer RECORD FEE 12.00  
POSTAGE .50

The above described items of property are affixed to a dwelling house located in Anne Arundel County Maryland. For a more particular description of the property, reference is hereby made to a Deed of Trust dated June 25, 1986, from Richard A. and Mary J. Rohde to The Lomas & Nettleton Company which has been recorded among the land records of Anne Arundel County Maryland. AUG 8 1986

SECURED PARTY:  
  
THE LOMAS & NETTLETON COMPANY

DEBTORS:  
  
Mary J. Rohde  
Mary J. Rohde

BY: [Signature]

[Signature]  
Richard A. Rohde

Mail to: Lomas & Nettleton Company  
7890 Backlick Road, Suite 230  
Springfield, Virginia 22150

G.L. CLERK

Mailed to Secured Party

1986 AUG -8 AM 10:46  
E. ALBERTY COLLISON  
CLERK

FINANCING STATEMENT

RECORD FEE 12.00  
POSTAGE .50  
#19999 COMD RO# 113731  
AUG 13 86

- 1.  To be recorded in the Land Records.
- 2.  To be recorded among the Financing Statement Records.
- 3.  Not subject to Recordation Tax.
- 4.  Subject to Recordation Tax on an initial debt in the principal amount of \$\_\_\_\_\_. The Debtor(s) certifies that with the filing of this Financing Statement or a duplicate of this Financing Statement, the Recordation Tax on the initial debt has been paid to \_\_\_\_\_.



AUG 13 PM 4:20

5. Debtor(s) Name(s) Address(es)  
 Robert B. Sprague and 1. Unit 45 West Street  
 Barbara K. Sprague Cathedral West Condominium  
Annapolis, Maryland

6. Secured Party Address  
 Equitable Bank, National Association 2. Unit 47 West Street  
 Attention: Colleen O. Jurak Cathedral West Condominium  
 Loan Documentation Annapolis, Maryland  
100 S. Charles Street  
Baltimore, Maryland 21201

7. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property:

- A. **Inventory.** All of the inventory of each Debtor both now owned and hereafter acquired and as the same may now and hereafter from time to time be constituted, together with all cash and non-cash proceeds and products thereof.
- B. **Accounts.** All of the accounts of each Debtor (including, without limitation, all notes, notes receivable, drafts, acceptances and similar instruments and documents) both now owned and hereafter acquired, together with (i) all cash and non-cash proceeds thereof, and (ii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to an account and all cash and non-cash proceeds and products of all such goods.
- C. **General Intangibles.** All of the general intangibles of each Debtor (including, without limitation, all things in action, contractual rights, goodwill, literary rights, rights to performance, copyrights, trademarks and patents), both now owned and hereafter acquired, together with all cash and non-cash proceeds and products thereof.
- D. **Chattel Paper.** All of the chattel paper of each Debtor both now owned and hereafter existing, acquired or created, together with (i) all moneys due and to become due thereunder, (ii) all cash and non-cash proceeds thereof, (iii) all returned, rejected or repossessed goods, the sale or lease of which shall have given or shall give rise to chattel paper and all cash and non-cash proceeds and products of all such goods, and (iv) all property and goods both now owned and hereafter acquired by each Debtor which are sold, leased, secured, serve as security for, are the subject of, or otherwise covered by, the chattel paper of each such Debtor, together with all rights incident to such property and goods and all cash and non-cash proceeds thereof.
- E. **All Equipment and Fixtures.** All of the equipment and fixtures of each Debtor, both now owned and hereafter acquired, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- F. **Specific Equipment and Fixtures.** All of the equipment and fixtures of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with (i) all additions, parts, fittings, accessories, special tools, attachments and accessions now and hereafter affixed thereto and/or used in connection therewith, (ii) all replacements thereof and substitutions therefor, and (iii) all cash and non-cash proceeds and products thereof.
- G. **Other.** All of the property of each Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all cash and non-cash proceeds thereof.

8. **Proceeds.** Cash and non-cash proceeds of the above property are also covered by this Financing Statement including specifically, but without limitation, (a) cash and non-cash proceeds deposited in any deposit accounts, and (b) all accounts, chattel paper, instruments, inventory, equipment, general intangibles or other goods or property purchased or acquired with cash and/or non-cash proceeds of any of the above property.

9.  All or a portion of the property described above is affixed or is to be affixed to or is to be crops on the real estate described on Schedule A attached hereto and made a part hereof by reference. The record owner(s) of such real estate is/are: \_\_\_\_\_

Debtors Robert B. Sprague (Seal) Barbara K. Sprague (Seal)  
Robert B. Sprague (Seal) Barbara K. Sprague (Seal)

Mr. Clerk: Please return to the Equitable Bank, National Association to the officer and at the address set forth in paragraph 6 above.

1250-

## SCHEDULE A

This Schedule A is attached to and made a part of a Financing Statement by and between Equitable Bank, National Association, a National Banking Association and Robert B. Sprague and Barbara K. Sprague, Individuals.

Section G Continued

BOOK 501 PAGE 534

All right, title and interest in any and all leases and any security deposits thereunder whether now or hereafter executed by the Debtor as lessor of all or any portion of the real property known as Unit 45 West Street "Cathedral West Condominium", Anne Arundel County, Maryland and Unit 47 West Street "Cathedral West Condominium", Anne Arundel County, Maryland

The property mentioned in Section G of the Financing Statement is all of the Debtor's right, title and interest in and to a certain Non-Compete Agreement (the "Agreement") dated 6-30-86 between James Lindsay (the "Seller") and Debtor (the "Buyer"), including, without limiting the generality of the foregoing, all choses in action arising from any breach by Seller of said Agreement.

Mail to

Equitable Bank

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.

THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 40 Page No. 254  
Identification No. 26434 Dated August 19, 1965

1. Debtor(s) SYDNOR, George S. And Jane J. His Wife  
Name or Names—Print or Type  
1507 Eton Way, Crofton, Maryland  
Address—Street No., City - County State Zip Code

2. Secured Party Metropolitan Life Insurance Company c/o Wye Mortgage Corporation  
Name or Names—Print or Type  
7801 York Road Baltimore, Maryland 21204  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) August 1990

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: Termination <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 12.00  
POSTAGE .50  
REGISTERED 0145 001 708749  
AUG 11 86



1966 AUG 11 AM 10:42  
REGISTERED CLERK

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 14th Day of May 19 86

WITNESS:

BY: WYE MORTGAGE CORPORATION

*Selda M. Benny*

*Nancy L. Shauck*  
Nancy L. Shauck, Vice President

*Selda M. Benny*

*Richard N. Schmertzler*  
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County  
Liber 3380, Folio 606.)

*Mailed to Secured Party*

*MARKBURY  
86-69  
AM*

MEZGER, MULY AND YATEMAN  
ATTORNEYS AND COUNSELLORS AT LAW  
ARUNDEL FEDERAL BUILDING - SUITE 200  
655 CRAIN HIGHWAY, S.E.  
GLEN BURNIE, MARYLAND 21061

*12*

2063086TMD  
A2-A3

RECORD: CHATTEL RECORDS - ANNE ARUNDEL COUNTY, MARYLAND

*July 3*, 1986

Not subject to Recordation Tax  
Principal amount of debt secured is:  
\$134,000.00

FINANCING STATEMENT

1. DEBTOR:

Arlington Custom Homes, Inc.  
a Maryland Corporation

Address:

c/o Nancy F. Kreller  
772 Oak Stump Drive  
Millersville, Maryland

RECORD FEE 17.00  
POSTAGE .50  
21108  
#19500 C345 R01 712:34  
AUG 8 86

2. SECURED PARTY:

FIRST AMERICAN BANK OF MARYLAND

Address:

8401 Colesville Road  
Silver Spring, Maryland 20910  
Attention: Real Estate Department

3. TRUSTEES:

WILLIAM E. THOMPSON and  
MARY C. MARTIN

Address:

8401 Colesville Road  
Silver Spring, Maryland 20910  
Attention: Real Estate Department

4. THIS FINANCING STATEMENT COVERS:

All of the Debtor's right, title, interest, estate, claim and demand, either at law or in equity, in and to all equipment, machinery, apparatus, fittings, building materials, fixtures and articles of personal property of every kind and nature whatsoever, now or hereafter ordered for eventual delivery to the premises described in Paragraph 7 herein (the "Premises") (whether or not delivered thereto) and all such as are now or hereafter located in or upon any interest or estate in the Premises or any part thereof and used or usable in connection with any present or future operation of the Premises and now owned or hereafter acquired by the Debtor, and any and all replacements thereof, additions thereto and substitutions therefor, including, without in any manner limiting the generality of the foregoing, all heating, lighting, laundry, incinerating equipment, power machinery, engines, pipes, tanks, motors, machinery engines, pumps, dynamos, generators, electrical and gas equipment, ash and fuel conveyors, conduits, switchboards, call systems, plumbing, lifting, cleaning, fire-prevention, fire-extinguishing, refrigerating, ventilating and communications apparatus, air-cooling and air-conditioning apparatus, elevators, escalators, furnaces, boilers, stokers, shades, awnings, draperies, curtains, drapery and curtain rods, venetian blinds, furniture, furnishings, carpeting and floor coverings, screens, storm doors and windows, stoves, gas and electric ranges, refrigerators, garbage disposals, sump pumps, washers, dryers, vacuum cleaners, vacuum-cleaning systems, floor cleaning, waxing and polishing apparatus,



RECEIVED & RECORDED  
ANNE ARUNDEL COUNTY

1986 AUG -8 PM 1:13

-1-

AUBREY COLLISON

*171*  
*9*

attached cabinets, brackets, electrical signs, partitions, ducts and compressors, ornaments, tools, rugs, linoleum and other floor coverings, and signs, including all equipment installed or to be installed or used or usable in connection with the operation of any improvements and appurtenant facilities erected or to be erected upon the Premises or appropriated to the use thereof, and whether affixed or annexed or not; and

All of the right, title, interest, estate, claim or demand of the Debtor either at law or in equity in and to all architectural, engineering and similar plans, specifications, drawings, renderings, profiles, studies, shop drawings, reports, plats, surveys and the like, all tap fees and deposits with utility companies, and all permits and the like, relating to or utilized in connection with the Premises or any improvements or appurtenant facilities erected or to be erected upon or about the Premises; and

All earnings, revenues, rents, issues, profits, avails and other income of and from the Premises and the collateral; and

All awards or payments in lieu thereof, including interest thereon, and the right to receive same as a result of any taking or condemnation pursuant to any governmental or other power of eminent domain or changes of grade, alignment, access rights or other street alterations, or other sources of funds available due to any injury to the Premises or the state or value thereof.

This Financing Statement does not cover any items of property described above which are owned by bona fide tenants of the Debtor and which have been installed upon the premises hereinafter described for purposes relating to their respective tenancies; provided, however, that any such tenant has the right to remove the same at or before the expiration of the term of any applicable lease. This Financing Statement does not cover any consumable supplies or materials which may be used by the Debtor in the ordinary course of its business or in connection with the operation of the premises hereinafter described.

5. The aforesaid items are included as security in a certain Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits of even date given by the Debtor to the Trustees named above, and recorded, or intended to be recorded, among the Land Records of the jurisdiction in which the premises hereinafter described are located to secure the indebtedness owned by the Debtor to the Secured Party.

6. Proceeds of collateral are covered by this Financing Statement.

7. The collateral hereinabove described, or interest of the Debtor therein, affects, are affixed or appurtenant to, or will affect, be affixed or be appurtenant to, property of which the Debtor is the record owner as more fully described on Exhibit "A" attached hereto and by this reference incorporated herein and are more particularly described in the Deed of Trust and Security Agreement with Assignment of Leases, Rents and Profits hereinabove referenced.

ATTEST:

DEBTOR:

ARLINGTON CUSTOM HOMES, INC.,  
a Maryland corporation

Frederick R. Keller  
Secretary

By: Nancy J. Keller [SEAL]  
President

[CORPORATE SEAL]

To the Filing Officer: After this Financing Statement has been recorded, please mail the same to:

Linowes and Blocher  
8720 Georgia Avenue, Fifth Floor  
P.O. Box 8728  
Silver Spring, Maryland 20907  
Attention: Barbara G. Golden

BOOK 501 PAGE 539

BEING KNOWN AND DESIGNATED as Lot No. 12 as shown on a Plat entitled, North River Forest, Section One, Plat 2, which Plat is recorded among the Land Records of Anne Arundel County in Plat Book No. 68, folio 44.

Willed to Secured Party

Exhibit "A"

(Description of Real Property)

# FIRST AMERICAN SAVINGS and Loan Association

## FINANCING STATEMENT

This Financing Statement is presented to the Clerk of the Circuit Court for **Anne Arundel County, Maryland**

~~XXXXXXX~~, for filing pursuant to the

Uniform Commercial Code.

1.	<u>Name of Debtor</u>	<u>Address</u>	<u>RECORD FEE</u>	<u>12.00</u>
	Claude David Dash	1802 Saunders Way	<u>POSTAGE</u>	<u>.50</u>
	Cynthia A. Dash	Glen Burnie, Maryland 21061		

2.	<u>Name of Secured Party</u>	<u>Address</u>
	FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION	13448 Jefferson Davis Highway Woodbridge, Virginia 22191

3. This financing statement covers the following items of property:  
Range, REfrigerator, Clothes Washer

4. This financing statement is not subject to a Recordation Tax.

5. This financing statement is intended to evidence among the Financing Records the encumbrance of the items listed herein by a Deed of Trust from aforesaid debtors securing the aforesaid secured party, dated August 1, 1986, 1986, and recorded herewith (or prior hereto) among the Land Records of **Anne Arundel County, Maryland**

Executed this 1st day of August, 1986

Debtors

*Claude David Dash*  
*[Signature]*

Secured Party

FIRST AMERICAN SAVINGS AND LOAN ASSOCIATION  
By *[Signature]*

After recordation, please return this document to:  
First American Savings and Loan Association  
P. O. Box 4228  
Woodbridge, Virginia 22194-4228



Mailed to Secured Party

1986 AUG 15 AM 11:22  
E. AUGHEY COLLISON  
CLERK

COPY FOR FILING

- Value of Equipment is \$160,000.00
- Not Subject to Recordation Tax
- Subject to Recordation Tax: Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records of \_\_\_\_\_

- Record in:
- SDAT
  - Montgomery County
  - Prince George's County
  - Other Anne Arundel County

NAME	Street	City	State
1. Debtor(s)			
BROWN'S REISTERSTOWN ROAD MOTORS, INC. t/a BROWN'S ACURA	3510 Fort Meade Road	Laurel, Maryland	20707

2. Secured Party: SOVRAN BANK/MARYLAND  
6610 Rockledge Drive, Bethesda, MD 20817  
Attn: Loan Administration

3. This Financing Statement covers the following property and all proceeds and products thereof, including, without limitation, all proceeds of any insurance policies covering all or any part of such property.

Check  one or more boxes as applicable:

- All Equipment - All equipment, machinery, and other goods and tangible property of the Debtor, now owned or hereafter acquired, wherever located, and the proceeds thereof, including but not limited to tools, furniture, furnishings, trade fixtures, office equipment and goods used in connection with the Debtor's business, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Inventory - All inventory of the Debtor, now owned or hereafter acquired, wherever located, and including accessories, parts, raw materials used or consumed in the Debtor's business and all returned, reclaimed or repossessed goods, replacements and substitutions thereof, **except new motor vehicles.**
- Accounts Receivable, etc. - All accounts, accounts receivable, contract rights, instruments, documents, chattel paper and general intangibles now owned or hereafter acquired by the Debtor and other material or documents relating to the recording, billing or analyzing of any of the above.
- Specific Equipment - All of the equipment of the Debtor described on Schedule A attached hereto and made a part hereof by reference, together with all parts, alterations, attachments, additions, accessories, improvements, substitutions, replacements and accessions thereto.
- Other - All of the property of the Debtor described on Schedule A attached hereto and made a part hereof by reference.
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to the Real Estate described below:

Title Owner of Real Estate: \_\_\_\_\_

4. Mailing instructions: This Financing Statement, after recording, should be delivered or mailed to the Secured Party (or assignee) at the address above stated.

Secured Party: SOVRAN BANK/MARYLAND	Debtor(s) or Assignor(s)
By: <u>[Signature]</u>	BROWN'S REISTERSTOWN ROAD MOTORS, INC.
Type Name <u>William C. Appleby</u>	t/a BROWN'S ACURA
Title <u>Vice President</u>	By: <u>[Signature]</u>
	Robert D. Benton, President
	_____
	Type or Print Name and Title of Each Signature

THIS FINANCING STATEMENT SECURES A GUARANTY GIVEN BY THE DEBTOR TO THE SECURED PARTY AND THE DEBTOR IS NOT PRIMARILY LIABLE FOR THE REPAYMENT OF THE PRINCIPLE DEBT. NOT SUBJECT TO RECORDATION TAX.

Mailed to Secured Party

1986 AUG 18 AM 11:34  
 MARYLAND COLLEGE  
 CLERK  
 RECORD FEE 12.00  
 POSTAGE .50  
 200648 0345 R01 71132  
 AUG 18 86

SCHEDULE A

BOOK 501 PAGE 542

Miscellaneous Equipment - All equipment, machinery and other goods and tangible property of the Debtor now or hereafter acquired, wherever located, used by the Debtor in the operation of its business as a motor vehicle dealership or motor vehicle repair facility, including but not limited to, all hydraulic pumps, paint booths, paint mixers, frame straighteners, lifts, hoists, jacks, body and brake shop equipment, quonset huts, front end machinery, pipe bending machines, wheel balancers, vacuum equipment, and signs.

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.  
THIS STATEMENT REFERS TO ORIGINAL FINANCING STATEMENT

Roll No. 7 Page No. 517  
Identification No. 5003 Dated May 28, 1964

1. Debtor(s) { James E. Skiles and June E. Skiles, his wife  
Name or Names—Print or Type  
{ 181 Carroll Rpad, Rivera Beach, Anne Arundel County, Md.  
Address—Street No., City - County State Zip Code

2. Secured Party { Metropolitan Life Insurance Company c/o Wye Mortgage Corporation  
Name or Names—Print or Type  
{ 7801 York Road Baltimore, Maryland 21204  
Address—Street No., City - County State Zip Code

3. Maturity Date (if any) May 1, 1994

4. Check Applicable Statement:

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#33709 C237 R02 715:41  
AUG 18 86

METROPOLITAN LIFE INSURANCE COMPANY

WITNESS our hands and seals this 10th day of June 19 86

WITNESS:

BY: WYE MORTGAGE CORPORATION

Selda M. Penny  
Selda M. Penny

Nancy L. Shauck  
Nancy L. Shauck, Vice President  
Richard N. Schmertzler  
Richard N. Schmertzler, Vice President

As its "Attorneys in Fact" (Power of Attorney recorded in Anne Arundel County  
Liber 3380, Folio 606.)

JUNE E SKILES  
181 CARROLL RD  
PASADENA, MD 21122

Mailed to Secured Party

1986 AUG 18 PM 3:42  
E. AUBREY COLLIS  
CLERK



10-25

607362

Debtor or Assignor Form

FINANCING STATEMENT

Not subject to Recordation Tax  
 Subject to Recordation Tax; Principal  
Amount is \$ 7,000.00

To be Recorded in Land Records (For Fixtures Only).

Name of Debtor

Address

Mason & Ostiguy, Inc.

4077 Shoreham Beach Road  
Edgewater, Maryland 21037

Secured Party

Address

Farmers National Bank

5 Church Circle  
Annapolis, Maryland 21401

Assignee

FARMERS NATIONAL BANK OF MARYLAND - 5 Church Circle, Annapolis, Md.

Attach separate  
list if necessary

1. This Financing Statement covers the following types (or items) of property  
(the collateral):

1976 Case Model #1537 Bobcat  
serial #D52867

2. The collateral property is affixed or to be affixed to or is or is to be crops on the  
following real estate:

3.  Proceeds } of the collateral are also specifically covered.  
 Products }

4. Mr. Clerk: Mail instrument to secured party named above or assignee, if any, at the  
address stated.

1986 AUG 18 PM 3:57  
CLERK L. L. LISON

Debtor (or Assignor)

Secured Party (or Assignee)

RECORD FEE 11.00  
RECORD TAX 49.00

Mason & Ostiguy, Inc.

FARMERS NATIONAL  
BANK OF MARYLAND

POSTAGE .50  
#33710 0055 R02 115:56  
AUG 18 86

By Sherman C. Mason

By Daniel L. Ostiguy

BY *[Signature]*

Type or print names under signatures

Mail to: FARMERS NATIONAL BANK OF MARYLAND  
5 CHURCH CIRCLE  
ANNAPOLIS, MARYLAND 21401

Mailed to Secured Party

11 490





STATE OF MARYLAND

203364

FINANCING STATEMENT Form UCC-1

Identifying File No.

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK.

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in the land records, check here [ ]

RECORDING FEE 12.00  
POSTAGE .50

This financing statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code. 12-12-86 11:345 AM 710-22 AUG 20 86

1. DEBTOR

Name William J. Wood, II and Eileen S. Wood

Address 5700 Deale Churchton Rd., Churchton, Md. 20733

2. SECURED PARTY

Name Southern Maryland PRODUCTION CREDIT ASSOCIATION

Address P. O. Box 99 Hughesville, MD. 20637

Southern Maryland Production Credit Assn.

15207 Marlboro Pike, Upper Marlboro, MD. 20772

Person and Address To Whom Statement Is To Be Returned If Different From Above.

CHECK [X] THE LINES WHICH APPLY

- 3. This financing statement covers the following types (or items) of property.
[ ] CROPS [ ] FARM PRODUCTS [ ] INVENTORY
[x] FARM MACHINERY AND EQUIPMENT
[ ] OTHER COLLATERAL (give type)
[X] After-acquired property of above types; products and proceeds of collateral.
[X] ALL stock or rights to stock of the Debtor in the Secured Party.

- 4. [ ] (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate below).
[ ] (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate below).

Description of real estate:

(If the Debtor does not have an interest of record) The name of the record owner is

Signature of Debtor: William J. Wood II

William J. Wood, II

Type or Print Above Signature on This Line

Signature of Debtor: Eileen S. Wood

Eileen S. Wood

Type or Print Above Signature on This Line

SOUTHERN MARYLAND PRODUCTION CREDIT ASSOCIATION

By: Signature of Secured Party: Mildred E. Hook

Mildred E. Hook

Type or Print Above Signature on This Line

Rev. 12/85 A-2509

Mailed to Secured Party

Handwritten initials: 1750.

Vertical stamp: 1986 AUG 20 11:37 AM CRP E. AUMPTON COLLISON

FINANCING STATEMENT

(To Be Used For Direct Loans And Where The Collateral Is Not Fixtures or Crops)

This Financing Statement is presented to a filing officer pursuant to the Uniform Commercial Code:

1. DEBTOR: Charles E. Jerman and Benjamin G Jerman  
(Name or Names—Last Name First)  
766 Maryland Route 3, North Gambrills, Maryland 21054  
(Address)

2. SECURED PARTY: THE BANK OF GLEN BURNIE  
101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

3. This Financing Statement covers the following types (or items) of property:

American Unic Strongman Mobile Lift Serial # 108535751  
6' Jack Stands  
Van Pad Extensions

RECORD FEE 12.00  
POSTAGE .50  
HERRINGTON MD T10428  
AUG 20 86

4. Proceeds of collateral are covered hereunder: YES  NO   
5. Products of collateral are covered hereunder: YES  NO   
6. This transaction (is) (~~is not~~) exempt from the Recordation Tax.  
7. The principal amount of the debt initially incurred is: \$6,195.14  
Six thousand one hundred ninety-five and -----14/100

8. Filed with: Clerk of the Circuit Court for Anne Arundel County

9. RETURN TO: THE BANK OF GLEN BURNIE, 101 CRAIN HIGHWAY, S.E., GLEN BURNIE, MD. 21061

Dated this 30th day of July, 19 86.

DEBTOR:  
Charles E. Jerman  
Benjamin G Jerman

By: \_\_\_\_\_  
(Title)

SECURED PARTY:  
THE BANK OF GLEN BURNIE  
Earl G. Walter  
By: \_\_\_\_\_  
Earl G. Walter (Title)  
Executive Vice President

FOR FILING OFFICER USE  
File No. \_\_\_\_\_ Date and Hour of Filing \_\_\_\_\_  
Record Reference \_\_\_\_\_

1250.

Mailed to Secured Party

CLERK  
1986 AUG 20 AM 11:37  
E. ANNE ARUNDEL COUNTY



(b) And all earnings, revenues, rents, issues, profits and other income of and from the herein described property and collateral; and present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, including but not limited to, management agreements, guaranties, licenses and leases and all rights, accounts and proceeds due thereunder, construction contracts, permits, bonds, deposits and payments and refunds and return of premiums, proceeds of insurance and condemnation, any charges and fees thereunder relating or appertaining to the said property and collateral and its development, occupancy and use, and all right, title, interest and estate of Debtor as Landlord under certain leases conveyed and assigned to the Secured Party pursuant to Assignment of Rents and Other Income and Leases of even date herewith.

4. The aforesaid items are included as security in a Deed of Trust given by Debtor to Bradley G. Moore and Gail S. Allen, Trustees, and recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, securing an indebtedness owed by Debtor to The Sparks State Bank.

5. Proceeds of the above collateral are covered hereunder.

6. The above described goods, property, interests and rights are located at, are affixed to or relate to the property and the improvements now or hereafter existing thereon being in Anne Arundel County, Maryland, as described on Exhibit A attached hereto and made a part hereof and as described in and conveyed by Debtor in the Deed of Trust recorded or intended to be recorded among the Land Records of Anne Arundel County, Maryland, said Deed of Trust constituting the Security Agreement to this secured transaction.

DEBTOR

RUFUS, INC.

BY:   
Russell F. Schumacher  
President

TO THE FILING OFFICER: After this statement has been recorded, please mail the same to: Resnick, Sopher & Perlow, P.A., One East Redwood Street, Baltimore, Maryland 21202, Attention: Jerry S. Sopher, Esquire.

JSS/av/0162V

Mailed to Secured Party

## EXHIBIT "A"

BEGINNING for the same at an iron pipe now set at the intersection formed by the 15th line of the land which by deed dated July 31, 1961 and recorded among the Land Records of Anne Arundel County in LiberGTC No. 1496 folio 51 was conveyed by The Hammarlee Realty Company to Angelo D'Anna and Carmen V. D'Anna with the northeast right of way line of a service drive as shown on State Roads Commission right of way Plat No. 39880, thence leaving said place of beginning and running and binding on the northeast right of way line of said service drive the 3 following courses and distances, referring all courses of this description to the Meridian of said State Roads Commission Plat No. 39880, viz: (1) North 43 degrees 32 minutes 56 seconds West 394.62 feet to an iron pipe now set at a point of curve, thence (2) Southwesterly by a line curving to the left with a radius of 95.00 feet for a distance of 170.57 feet (the arc of said curve being subtended by a chord bearing South 85 degrees 00 minutes 47.5 seconds West 148.57 feet) to an iron pipe now set at the end of said curve and thence (3) South 81 degrees 20 minutes 40 seconds West 38.41 feet to an iron pipe now set on the aforesaid northeast right of way line of relocated Maryland Rte. 270 as shown on State Roads Commission right of way plat #21898 and 21899 thence running and binding on said right of way line (4) northwesterly by a line curving to the left with a radius of 2341.83 feet for a distance of 140.08 feet (the arc of said curve being subtended by a chord bearing North 60 degrees 04 minutes 15 seconds West 140.06 feet) to an iron pipe now set and to intersect the first line of the hereinmentioned deed, thence leaving the northeast right of way line of relocated Md. Rte. 270, and running and binding on a part of said first line (5) North 40 degrees 11 minutes 29 seconds East 167.75 feet to the end thereof and to the waters of Furnace Branch thence running and binding on the 2nd thru the 13th lines of the abovementioned deed and binding along the waters of Furnace Branch the 12 following courses and distances, viz: (6) South 53 degrees 41 minutes 50 seconds East 12.12 feet thence (7) North 73 degrees 29 minutes 10 seconds East 78.00 feet thence (8) North 58 degrees 26 minutes 10 seconds East 38.00 feet thence (9) South 79 degrees 56 minutes 50 seconds East 36.00 feet thence (10) North 79 degrees 22 minutes 10 seconds East 39.00 feet thence (11) North 37 degrees 52 minutes 10 seconds East 92.00 feet thence (12) North 60 degrees 20 minutes 10 seconds East 36.00 feet thence (13) South 56 degrees 51 minutes 50 seconds East 76.00 feet thence (14) South 66 degrees 19 minutes 50 seconds East 89.00 feet thence (15) South 61 degrees 54 minutes 50 seconds East 61.00 feet thence (16) North 85 degrees 15 minutes 10 seconds East 98.00 feet and thence (17) North 61 degrees 46 minutes 10 seconds East 128.00 feet to intersect the southwest side of a right of way 150 feet wide for the construction and maintenance of electric power transmission lines by the Baltimore Gas and Electric Company thence running and binding on the southwest side of said right of way and on the 14th line of said deed running parallel with and 110 feet distant measured southwesterly at right angles from the centerline between tower No. 862 E (on the north side of Furnace Branch) and tower No. 863 E (on the south side of Furnace Branch) (18) South 50 degrees 00 minutes 50 seconds East 193.75 feet to the beginning of the 15th line of the aforesaid deed thence running and binding on a part of said 15th line (19) South 40 degrees 22 minutes 10 seconds West 364.05 feet to the place of beginning.

CONTAINING 5.997 acres of land, more or less, as now surveyed by Evans, Hagan & Holdefer, Inc. on October 29, 1976.

Mail to Sparks State Bank Mailed to Secured Party

STATE OF MARYLAND

BOOK 501 PAGE 551

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253557

RECORDED IN LIBER 476 FOLIO 595 ON 8/17/84 (DATE)

1. DEBTOR

Name Concrete Equipment Sales & Service Co, Inc. T/A Conessco  
Address 28 Thomas Ave, Baltimore, MD 21225

2. SECURED PARTY

Name ITT Industrial Credit Company  
Address P.O. Box 1071, Columbia, MD 21044

RECORD FEE 10.00  
POSTAGE .50  
#21022 CTTT R01 114:14  
AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p> <p style="text-align: center;">termination</p>
		

1986 AUG 20 PM 4:13  
E. MURPHY COLLISON  
CLERK

Mailed to Secured Party

10-90  
Dated 8-12-86

*K. M. ...*  
(Signature of Secured Party)

ITT Industrial Credit Company 58058025  
Type or Print Above Name on Above Line

263307

BOOK 501 PAGE 552

FINANCING STATEMENT

Check below if goods are  
or are to become fixtures.

TO BE RECORDED IN  
LAND RECORDS

For Filing Officer Use	
File No.	.....
Date &	.....
Hour	.....

This Financing Statement is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

Maturity date (if any)

<u>Name(s) of Debtor(s) or assignor(s)</u> (Last Name First)	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
---	------------	---------------	-------------	--------------

AUTOTERM OF ANNAPOLIS, INC.	853 Scenic Hills Way,	Annapolis,	Maryland	21401
-----------------------------	-----------------------	------------	----------	-------

<u>Name of Secured Party or assignee</u>	<u>No.</u>	<u>Street</u>	<u>City</u>	<u>State</u>
UNITED BANK AND TRUST COMPANY OF MARYLAND	9420 Pennsylvania Ave.	Upper Marlboro,	Maryland	20770

1. This financing statement covers the following types (or items) of property: (Lists or descriptions may be on separate sheets firmly attached hereto.) (Describe)

- (A) All Debtor's accounts
- (B) All Debtor's general intangibles
- (C) All moneys due or to become due to Debtor under any contract
- (D) All of Debtor's accounts receivable
- (E) All Debtor's rights to receive any moneys as commissions from Manufacturers Hanover Trust Company
- (F) All Debtor's rights in its deal portfolio, including the right to receive moneys from third persons for its use, sale or rental

RECORD FEE 11.00  
POSTAGE .50  
#21031 CTT 001 714-15

RETURN TO: Secured Party

(If affixed to realty—state value of each article)

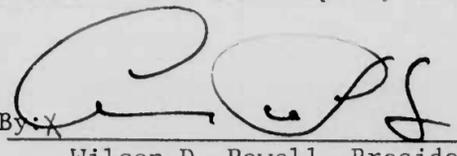
AUG 20 86

CHECK  THE LINES WHICH APPLY

- 2.  If collateral is crops: The above described crops are growing or will be grown on: (Furnish general description of real estate and name of record owner.)
- 3.  If collateral is goods which are or will become fixtures: The above described goods are fixed or will be affixed to: (If affixed to realty—state value of each article.) (Furnish general description of real estate and name of record owner.) If blocks system is maintained, state house number and street, if there be any, or block reference.
- 4.  Proceeds of collateral are also covered:  Products of collateral are also covered:
- 5. (This section applicable in Maryland only.) STRIKE OUT INAPPLICABLE WORDING  
The underlying secured transaction (s) being publicized by this Financing Statement is not subject to the Recordation Tax imposed by Title 12 of the Tax-Property Article of the Annotated Code of Maryland.

Debtor (s) or assignor (s)

AUTOTERM OF ANNAPOLIS, INC.

By:  (Seal)

UNITED BANK AND TRUST COMPANY OF MARYLAND

By: \_\_\_\_\_  
Signature of Secured Party or Assignee

(Type or print name under signature)

(Owner, Partner or Officer and Title)  
(Signatures must be in ink)

CR CLERK  
1986 AUG 20 PM 4:13  
F. JEFFREY COLLISON

mailed to secured Party

1150-

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 263368

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated (True lease) Conditional Sales lease purchase is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name First United Pentecostal Church DBA Antioch Church  
Address 1535 Ritchie Highway Arnold, MD 21012

2. SECURED PARTY

Name CIT Financial Services Corporation  
Address 4003F Greentree Executive Campus Marlton, NJ08053

RECORDED IN 12.00  
FEBRUARY 1986  
#21032 CITI RM T14#16  
AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

TELCOA Reliant 1232 telephone system as follows: 1 key service unit equipped with conferencing and power supply; 1 AC line surge protector; 1 CO line card/4 per card; 2 Station cards/8 per card; 10 Reliant 32 electronic telephones; 3 Reliant 32 speakerphones; 1 Direct Station selector/Bus; lamp field; 1 OPU Card; 1 Unit Mounting card for page; 1 40 WATT amplifier; 4 ceiling speakers; 4 Baffle speakers; 2 wall mounts; 1 battery back; 2 horns; 3 previre jacks; 2 TKM Switch

Name and address of Assignee

CHECK  THE LINES WHICH APPLY

- 5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

First United Pentecostal Church DBA Antioch Church

Rev. Chester M. Wright, Pastor  
(Signature of Debtor)

CHESTER M. WRIGHT  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

CIT Financial Services Corporation

Denise Paris  
(Signature of Secured Party)

Denise Paris  
Type or Print Above Signature on Above Line

1250

1986 AUG 20 PM 4:13

E. AUBREY COLLISON  
CLERK



Mailed to Secured Party

STATE OF MARYLAND

Anne Arundel County

BOOK 501 PAGE 554

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 242818

RECORDED IN LIBER 450 FOLIO 330 ON June 4, 1982 (DATE)

1. DEBTOR

Name Motorcars & Lorries, Ltd. d/b/a United States Associated Rent-A-Car Systems  
Address 401 S. Camp Meade Road, Linthicum, Maryland 21090

2. SECURED PARTY

Name Chrysler Credit Corporation  
Address 1275 Summer Street, Stamford, Conn. 06905  
6411 Ivy Lane #214, Greenbelt, Maryland 20770  
Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.) to change debtor's address</p>
	<p>to change debtor's address from: Routes 176 &amp; 170 Harmans, Maryland 21077</p> <p>To: 401 S. Camp Meade Road Linthicum, Maryland 21090</p>	

RECORD FEE 10.00  
POSTAGE .50  
SEP 11 1985  
AUG 20 1985

United States Associated  
Rent-A-Car Systems

Mark Walzer  
Mark Walzer

Chrysler Credit Corporation

Dated SEPTEMBER 5 1985

L. R. Feagles  
(Signature of Secured Party)  
L. R. Feagles - Branch Manager  
Type or Print Above Name on Above Line

1058

Mailed to Secured Party.



E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1 5/76

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated A True Lease Not is presented to a filing officer for filing pursuant to the Uniform Commercial Code. Intended As Security

1. DEBTOR - LESSEE

Name Pen Paulex, Inc. t/a Timmy's Restaurant  
Address 78 Maryland Avenue, Annapolis, Maryland 21401

2. SECURED PARTY - LESSOR

Name Nelco Corporation  
Address P.O. Box 537 Laurel, Maryland 20707-0537  
Return To: FCA, P.O. Box 502, Baltimore, MD, 21203

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1 Model C40H-W-P Ice-O-Matic ice machine  
Serial No. G612-02071W
- 1 Model 300P Follett ice bin  
Serial No. 88679

RECORDED FEE 12.00  
POSTAGE .50  
071034 CITY 801 114317  
AUG 20 86

CHECK  THE LINES WHICH APPLY

- (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)
- (If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)
- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Pen Paulex, Inc.  
(Corporate or Trade Name)

*Paul Alexiou*  
(Signature of Debtor)

Paul Alexiou  
Type or Print Signature

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Signature

NELCO CORPORATION

*Howard E. Nelson*  
(Signature of Secured Party)

Howard E. Nelson

Type or Print Above Signature on Above Line

Mailed to Secured Party

1750

1986 AUG 20 PM 4:13  
E. ANGELEY COLLISON  
CLERK

263370

BOOK 501 PAGE 556

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No of Additional Sheets Presented **One**

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)

2 Secured Party(ies) Name(s) and Address(es)

4 For Filing Officer Date, Time No Filing Office

S. T. LUBE, INC.  
8808 Baltimore Boulevard  
College Park, Maryland  
20740

PENNZOIL COMPANY  
P.O. Box 2967  
Houston, Texas 77252-2967

RECORD FEE 11.00  
POSTAGE .50

5 This Financing Statement covers the following types (or items) of property *Maryland*  
(Anne Arundel County)

6 Assignee(s) of Secured Party and Address(es)  
AUG 20 1986

SEE ATTACHED

Products of the Collateral are also covered

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7  The described crops are growing or to be grown on.\*  
 The described goods are or are to be affixed to.\*  
 The lumber to be cut or minerals or the like (including oil and gas) is on.\*  
\*(Describe Real Estate in Item 8)

No. & Street Town or City County Section Block Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box)  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction:  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

S. T. LUBE, INC.

PENNZOIL COMPANY

By *[Signature]*  
Signature(s) of Debtor(s)

By *[Signature]*  
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy—Numerical

(Required only if Item 10 is checked.)

(3/83)

STANDARD FORM—FORM UCC-1—Approved by Secretary of Commonwealth of Pennsylvania



1986 AUG 20 PM 4:13

E. ALLEN GULLISON

ATTACHMENT TO FINANCING STATEMENT

LOCATION: 8808 Baltimore Boulevard  
College Park, Maryland

- a. Equipment and/or fixtures now owned or later acquired by the Debtor and used or to be used in connection with lubricating or changing the oil or other fluids in automobiles and trucks (including pumps, storage tanks, reels, hoses, hand tools, storage racks, valves, gauges and fittings);
- b. Office furniture and office equipment;
- c. Any replacements of, or proceeds from the sale of, Collateral.

Mailed to Secured Party

203371 PRM 11.50

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated July 25, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name J.A. Cecil Company, Inc.  
Address 8063 Longhill Road, Pasadena, MD 21122

2. SECURED PARTY

Name Tucker Equipment Company  
Address P.O. Box 340, Aberdeen, MD 21001

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

One CASE 580SE Loader/Extendahoe  
S/N 17038523

Name and address of Assignee FEE 11.00  
POSTAGE .50  
RECEIVED 801 T14 19  
JUL 20 86

1986 JUL 20 PM 4:14  
CR. RECEIVED

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

- (Proceeds of collateral are also covered)
- (Products of collateral are also covered)

Assignee(s) of Secured Party and Address(es)  
J. I. CASE CREDIT CORP.  
5790 Widewaters Parkway  
Syracuse, N.Y. 13214

11/50  
J. Allan Cecil (pres)  
(Signature of Debtor) & Title  
J. Allan Cecil  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)  
Type or Print Above Signature on Above Line

Barclay D. Tucker  
(Signature of Secured Party)  
Barclay D. Tucker II  
Type or Print Above Signature on Above Line

Mailed to Assignee

Debtor or Assignor Form

MARYLAND FINANCING STATEMENT

- Not subject to Recordation Tax
- Subject to Recordation Tax. Principal Amount is \$ \_\_\_\_\_
- To Be Recorded in Land Records (for fixtures, crops, timber, or minerals only).

DEBTOR

---

Dr. Charles J. Thorne  
(Name)  
 432 Benfield Road  
(Address)  
 Severna Park, Maryland 21146

SECURED PARTY (OR ASSIGNEE)  
 THE FIRST NATIONAL BANK OF MARYLAND

---

Attn Gail Zickafoose  
(Name of Loan Officer)  
 83 Forest Plaza  
(Address)  
 Annapolis, Maryland 21401

1. This Financing Statement covers the following types (or items) of property (the collateral). (attach separate list if necessary)

See attached schedule A

1986 NOV 20 PM 4:14  
 CLERK

RECORD FEE 11.00  
 POSTAGE 50  
 #21037 CTTT ROL 11:20  
 NOV 20 86



2. The collateral property is affixed or to be affixed to, or is or is to be crops grown on, or is timber to be cut from, or minerals on the like (and accounts resulting from the sale thereof) to be extracted from, the following real estate.

Record Owner, if different from the Debtor \_\_\_\_\_

3.  Products of the collateral are also specifically covered.

4. Mr. Clerk: Mail instrument to Secured Party named above or Assignee, if any, at the address stated

<u>DEBTOR (OR ASSIGNOR)</u>	<u>DEBTOR (OR ASSIGNOR)</u>
Dr. Charles J. Thorne (Seal)	_____ (Seal)
 (Signature)	_____ (Signature)
_____ (Print or Type Name)	_____ (Print or Type Name)

1150

## ATTACHMENT A

Collateral As collateral security ("Collateral") for all Obligations of Borrower to Bank, and in consideration of advances from Bank to Borrower, Borrower hereby grants and pledges to Bank a continuing security interest in: (1) all of Borrower's now owned and hereafter acquired and/or created "Accounts", which as herein used means accounts, instruments, chattel paper, contracts, contract rights, accounts receivable, tax refunds, notes, notes receivable, drafts, acceptances, documents, general intangibles, and other choses in action (not including wages or salary), including but not limited to proceeds of inventory and returned goods and proceeds from the sale of goods and services; (2) all proceeds (including insurance proceeds) and products of the above-described Accounts; (3) all of Borrower's other assets, specifically including (but not limited to) inventory and equipment, in which Bank has been or is hereafter granted a security interest under any other security agreements, notes or other obligations or liabilities between Borrower and Bank; (4) any accounts, property, securities or monies of Borrower which may at any time be assigned or delivered or come into the possession of Bank, as well as all proceeds thereof; and (5) all of the actual books and records pertaining to any of the above-described items of Collateral.

Mailed to Secured Party

263373

BOOK 501 PAGE 561

FINANCING STATEMENT

- Not subject to recordation tax
- Subject to recordation tax on principal amount of \$.....

1. Name of Debtor(s): Glenn C. Housley, Inc.  
 Address: 1810 Virginia Ave.  
 Annapolis, Md. 21401

2. Name of Secured Party: FIRST AMERICAN BANK OF MARYLAND  
 Address: 8701 Georgia Avenue  
 Silver Spring, Maryland 20910



3. This Financing Statement covers the following types (or items) of property:

See Schedule A

RECORD FEE 17.00  
 POSTAGE .50  
 #12222 CTTT R01 T08:39  
 JUN 19 86

4. Check the statements which apply, if any, and supply the information indicated:

- (If collateral is goods which are or are to become fixtures—describe real estate; include house number and street, and block reference where applicable; type "TO BE RECORDED IN LAND RECORDS" across top of page and complete reverse side of this form.)  
 The above-described goods are affixed or to be affixed to:

RECORD FEE 11.00  
 POSTAGE .50  
 #21633 CTTT R01 T14:21

JUN 20 86

- Proceeds of the collateral are also covered.
- Products of the collateral are also covered.

Debtor(s): Glenn C. Housley, Inc.

*Glenn C. Housley, Inc.*  
 Glenn C. Housley, President

Secured Party:

FIRST AMERICAN BANK OF MARYLAND

*John J. Feldman III*  
 By: John J. Feldman, III, District Manager  
 (Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

(Attn-Clerk: Return to 1st American Bank of Maryland at address shown in 2. above)

1986 AUG 20 PM 4:14  
 AUBREY COLLISON  
 CLERK



BOOK 501 PAGE 562

SCHEDULE A

Loan to Glenn C. Housley, Inc.

Equipment covered by Financing Statement:

1. Adler 266-1 #602 30" Long Arm Barrel Shuttle Zig Zag Sewing Machine  
Serial Number 438355
2. Adler 98 30" Long Arm Four Step Zig Zag Sewing Machine  
Serial Number 437321

Mailed to Secured Party

203374

This FINANCING STATEMENT is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

No of Additional Sheets Presented

3  The Debtor is a transmitting utility

1 Debtor(s) (Last Name First) and Address(es)  
Urban Marine Services, Inc.  
1933 Lincoln Drive  
Annapolis, Maryland 21401

2 Secured Party(ies) Name(s) and Address(es):  
Dauphin Deposit Bank & Tr. Co.  
3045 Market St.  
Camp Hill, Pa. 17011

4 For Filing Officer: Date, Time, No. Filing Office

RECORDED FEE 11.00  
FEES .50

5 This Financing Statement covers the following types (or items) of property:  
Security interest in 24' X 75' Steel Barge with Crane and assorted equipment; 10' X 20' Pontoon Boat; 12' X 48' Push Boat (400 Horsepower); Associated Contract Rights & Associated Accounts Receivable

6 Assignee(s) of Secured Party and Address(es):  
20100 ETT 201 11421  
AUG 20 86

Products of the Collateral are also covered.

8 Describe Real Estate Here

This statement is to be indexed in the Real Estate Records

9 Name of a Record Owner

7  The described crops are growing or to be grown on:  
 The described goods are or are to be affixed to:  
 The lumber to be cut or minerals or the like (including oil and gas) is on:  
\*(Describe Real Estate in Item 8.)

No. & Street                      Town or City                      County                      Section                      Block                      Lot

10 This statement is filed without the Debtor's signature to perfect a security interest in Collateral (check appropriate box):  
 which is proceeds of the original Collateral described above in which a security interest was perfected, or  
 acquired after a change of name, identity or corporate structure of the Debtor, or  
 as to which the filing has lapsed, or  
already subject to a security interest in another jurisdiction.  
 when the Collateral was brought into this State, or  when the Debtor's location was changed to this State.

11. If appropriate in this filing, the terms Debtor(s) and Secured Party(ies) shall respectively mean:  
 Consignee(s) and Consignor(s), or  
 Lessee(s) and Lessor(s).

Urban Marine Services, Inc.

Dauphin Deposit Bank & Trust Co.

By

*Patricia M. McChesney*  
Signature(s) of Debtor(s)

By

*Mary Ann Smith*  
Signature(s) of Secured Party(ies)  
(Required only if Item 10 is checked.)

(1) FILING OFFICER COPY - NUMERICAL  
(3/83)

STANDARD FORM—FORM UCC 1—Approved by Secretary of Commonwealth of Pennsylvania

Mailed to Secured Party



RECEIVED FOR RECORD  
OFFICE OF THE CLERK  
DAUPHIN COUNTY

1986 AUG 20 PH 4:14

E. AUSTIN COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. 202275

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$

If this statement is to be recorded in land records check here.

This financing statement Dated June 9, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Advanced Marketing Services, Inc.

Address 4747 Morena Blvd., Suite 200, San Diego, CA 92117

2. SECURED PARTY

Name W. T. Billard, Inc.

Address 10261 Matern Place, Santa Fe Springs, CA 90670

RECORD FEE 11.00 #21041 0777 R01 114:22 AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) June 9, 1991

4. This financing statement covers the following types (or items) of property: (list)

- 1 Raymond Electric Forklift Truck Model 21R30TT, s/n 8601513
- 1 Chloride Battery Model 18-120-11Y, s/n C-3056D
- 1 Chloride Charger Model 18R-0575-M3D, s/n 86L4585

Equipment Location: 7453 Candlewood Road Hanover, MD 21076

Lease #35421

CR CLERK 1986 AUG 20 4:14

CHECK THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

X Loren Paulsen  
(Signature of Debtor)

Loren Paulsen, Vice President  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Robert M Ward  
(Signature of Secured Party)

(Signature of Secured Party)

Robert M. Ward

Type or Print Above Signature on Above Line

Mailed to Secured Party

1140

STATE OF MARYLAND

Anne Arundel Cty

BOOK 501 PAGE 565

UNIFORM COMMERCIAL CODE

STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249663

RECORDED IN LIBER 467 FOLIO 343 ON 11/8/83 (DATE)

1. DEBTOR

Name Citroni, Armand d/b/a Citroni Machine & Tooling

Address 300 Homewood Road, P.O. Box 75, Linthicum, MD 21090

2. SECURED PARTY

Name Textron Financial Corporation

Address 145 Mickley Road, P.O. Box 245

Whitehall, PA 18052

Person And Address To Whom Statement Is To Be Returned If Different From Above.

RECORD FEE 10.00  
FOLIO .50  
11/8/83 11/4/83

AUG 20 1986

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)  Termination</p>

CLEAR

Mailed to Secured Party

Dated July 9, 1986

*Diane L. Rider*  
(Signature of Secured Party)

Diane Rider Agent

Type or Print Above Name on Above Line

1986 AUG 20 PM 4:14  
EAST-COLLISON  
CLEW



SCHEDULE A

(Leased Equipment)

BOOK 501 PAGE 567

Inventory DESCRIPTION:

- One (1) 5360 A12 to B23 upgrade to IBM System 36 Computer
- One (1) 5360 Feature 4900
- Four (4) 5291-200 CRT, Serial Nos. OW3162, OW3227, OW3231 & OW3245
- One (1) 5364-002 System Unit, Serial #18995
- One (1) PC/XT, Model #5160089, Serial No. 04004071  
Including:
  - Monochrome Display
  - Display Printer Adapter
  - Bisync Adapter
  - Comm. Cable
- One (1) Quietwriter, Model 2, Printer, Serial No. 4033602  
Including:
  - Parallel Cable
  - Sheet Feed
- One (1) IBM 4683-001 Point-of-Sale Terminal
- One (1) IBM PC/AT 5170-839 Store Controller

Together with all parts, accessories, additions, substitutions, replacements, alterations, options and accessions thereto and all property or equipment used in connection with any of the above.

All of the Debtor's right, title and interest in and to the Lease Agreement between the Debtor and

Advanced Distribution Systems, Inc.

dated \_\_\_\_\_, together with any and all of the Debtor's rights of reversion and rights to rent or other payments in or under the said lease agreement and all other leases or rental agreements between the Debtor and third parties to which the Debtor is now a party or may hereafter be a party, relating to the lease or rental of any of the equipment or other items of property described above or hereafter acquired by the Debtor; all guaranties or other agreements or property securing or relating to any of the items referred to above; computer tapes, programs, discs, software and other material or documents relating to the recording, billing or analyzing of any of the leases or payments thereunder.

related to Secured Party



ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
ANNAPOLIS, MARYLAND 21404

203378

FINANCING STATEMENT

BOOK 501 PAGE 569

DATE: August 11, 1986

(XX) Not Subject to Recordation Tax

( ) Subject to Recordation Tax of \$ \_\_\_\_\_

NAME OF DEBTOR(s): Michael A. Bignell Architects, P.A.

ADDRESS: 2661 Riva Road, Suite 120  
Annapolis, MD 21401

NAME OF SECURED PARTY: ANNAPOLIS FEDERAL SAVINGS AND LOAN ASSOCIATION  
CONSUMER/COMMERCIAL LENDING DEPARTMENT

ADDRESS: P.O. Box 751, 140 Main Street  
Annapolis, MD 21404

**THIS FINANCING STATEMENT COVERS THE FOLLOWING TYPES (OR ITEMS) OF PROPERTY:**

- |   |                       |
|---|-----------------------|
| Hewlett Packard 9000 Model 310 Computer                 | (1) ADC 800 Drafting  |
| (1) Mbyte RAM module                                    | (1) ADC 860 3D        |
| (1) Video Board Series 300                              | (1) ADC 880 Attribase |
| (1) 19" Resolution Color display                        |                       |
| (1) HP-HIL keyboard                                     |                       |
| (1) HP-HIL digitizer                                    |                       |
| (1) 4 button Cursor                                     |                       |
| (1) Software, Interface                                 |                       |
| (1) HP-HIL keyboard                                     |                       |
| (1) 12" diagonal green phosphorus<br>Video Monitor      |                       |
| (1) Drafting Plotter                                    |                       |
| (1) Floating Point Processor Card                       |                       |
| (1) HP-HIL ID module                                    |                       |
| (1) 2.4 m extension for HP-HIL audio                    |                       |
| (1) Interface and Coax Adaptor                          |                       |
| (1) 200 cps dot matrix impact printer                   |                       |
| (1) 55mb fixed disc drive & 1/2 cartridge<br>tape drive |                       |
| (1) HP-IB cable   |                       |
| (1) Double-sided single 3 1/2" microfloppy disc drive   |                       |
| (1) Response Center Support for HP9000 Series 200       |                       |

RECORD FEE 11.00  
POSTAGE .50  
DE 1986 OCT 20 11 41 28

AUG 20 86



1986 AUG 20 PM 4:14  
E. AUBREY COLLISON  
CLERK

**DEBTOR(S):**

Michael A. Bignell Architects, P.A.

by:

*Michael A. Bignell*

Michael A. Bignell, President

**SECURED PARTY:**

ANNAPOLIS FEDERAL SAVINGS  
AND LOAN ASSOCIATION

By:

*John M. Crook*  
(Authorized Signature)

John M. Crook, Senior Vice President

(Type Name and Title)

(NOTE: Type name under each signature and if company, type name of company and name and title of authorized signer.)

Mailed to Secured Party

1150

263379

BOOK 501 PAGE 570

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Covey Construction Company, Inc.

Address 1896 Montevideo Road Jessup, Maryland 20796

RECORD FEE  
POSTAGE

17.00  
.50  
#21049 0777 R01 714:29  
MAY 20 9:5

2. SECURED PARTY

Name Jacobs Ford Truck Sales, Inc.

Address 8300 Ardwick-Ardmore Road Landover, Maryland 20785

Credit Alliance Corporation P. O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P. O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

6.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Covey Construction Company, Inc.

Bonnie D. Covey  
(Signature of Debtor)

Bonnie D. Covey Vice Pres.  
Type or Print Above Name on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Jacobs Ford Truck Sales, Inc.

Robert Steven  
(Signature of Secured Party)

Robert Steven General Manager  
Type or Print Above Signature on Above Line

RECEIVED  
AUG 20 PM 4:14  
CLERK  
E. AUBREY HOLLISCH  
CLERK

ASSIGNMENT

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated July 28, 1986

between Jacobs Ford Truck Sales, Inc. as Seller/Lessor/Mortgagee and Covey Construction Company, Inc. 1896 Montevideo Road Jessup, Maryland 20796 (Address)

(Name) as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmaturing installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is \$ 71,718.24 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 28th day of July, 19 86 Jacobs Ford Truck Sales, Inc. (SEAL)

By [Signature] (Seller/Lessor/Mortgagee)

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

501 PAGE 572

TO: Jacobs Ford Truck Sales, Inc. ("Seller")

FROM: Covey Construction Company, Inc. ("Buyer")

8300 Ardwick-Ardmore Road Landover, MD 20785

1896 Montevideo Road Jessup, MD 20796

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):

One (1) 1986 LTL9000, Dump Truck S/N 1FDZA90XOGVA34423 with 14 1/2 Heil Steel Body

- (1) TIME SALES PRICE ..... \$ 91,718.24
- (2) Less DOWN PAYMENT IN CASH ..... \$ 20,000.00
- (3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ -0-
- (4) CONTRACT PRICE (Time Balance) ..... \$ 71,718.24

The property purchased shall remain personally and not become part of any realty and shall be located and kept for use at: 1896 Montevideo Road Jessup, MD 20796

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Seventy one thousand seven hundred eighteen and 24/100\*\*\*\*\*

being the above indicated Contract Price (hereinafter called the "time balance") in 48 successive monthly installments, commencing on the 1st day of September, 19 86, and continuing on the same date each month thereafter until paid; the first 47 installments each being in the amount of \$ 1,494.13 and the final installment being in the amount of \$ 1,494.13

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations or agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

Date: July 28, 19 86

Accepted Jacobs Ford Truck Sales, Inc. (SEAL)

By: [Signature] (Witness as to Buyer's and Co-Maker's Signature)

(Witness as to Buyer's and Co-Maker's Signature)

BUYER(S)-MAKERS(S): COVEY [Signature] Covey Construction Company, Inc. (SEAL)

By: [Signature] Co-Buyer-Maker: (SEAL)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_

(See Instructions on Reverse Side of Last Page)

© 1975 CREDIT ALLIANCE CORPORATION

CAL 2XD(1-75)

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BOOK 501 PAGE 573

TERMS AND CONDITIONS OF CONDITIONAL SALES CONTRACT NOTE (Continued)

the property in danger of misuse, concealment, or misappropriation, or if Holder shall deem itself insecure, then Holder may, without notice or demand, declare the entire unpaid balance hereunder together with interest, collection and late charges, attorneys' fees and any and all other sums owing to Holder (all collectively called the "Balance") immediately due and payable, whereupon Balance shall immediately be due and payable, and Buyer will immediately deliver possession of the collateral to Holder who may, without notice or demand or legal process, to the extent permitted by law: (1) recover the Balance; (2) repossess the collateral, which Buyer shall assemble at and deliver to a place designated by Holder (Buyer hereby authorizes and empowers Holder, or its designee, to enter upon any premises where the collateral may be found and take possession and carry away same without process of law) and (A) retain collateral and all payments made hereunder, or (B) retain all payments and sell collateral at public or private sale (all without publication or notice to Buyer and with the right in Holder to purchase any collateral at such sale), applying the net proceeds to all charges and expenses incurred by Holder in connection with the repossession, storage, repair, refurbishing and sale, including attorneys' fees, then to the Balance plus late charges thereon, then to any other amounts owing by Buyer to Holder, and then pay any overplus to Buyer, who shall remain liable for any deficiency with interest at the highest lawful contract rate, or (C) retain the collateral and all payments made hereunder, credit Buyer with the then reasonable value of the collateral and recover from Buyer any deficiency together with any late charges, expenses and interest at the highest lawful contract rate, or (D) pursue any other remedy permitted by law or equity. It is agreed that any amount to be retained by Holder and the balance to be exercised, to the extent permitted by law, successively or concurrently and the exercise of one shall not bar the other. Buyer and Holder waive any and all right to a trial by jury in any action or proceeding based hereon. Buyer hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Buyer (except in any jurisdiction where such action is not permitted by law) for the Balance and other monies due to Holder, plus expenses and 20% added for attorney's fees, without stay of execution, and Buyer hereby waives and releases relief from any and all appraisement, stay or exemption laws then in force and further waives, with full knowledge of Buyer's rights and the effect of this waiver, any right to a hearing prior to any retaking of collateral by Holder. Holder is hereby authorized to file one or more financing statements or a reproduction hereof as a financing statement. All security interests shall attach to any proceeds. In its sole discretion Holder may apply and/or change applications of any sums paid and/or to be paid by or for Buyer under any agreements, to any obligations of Buyer to Holder, presently existing or otherwise. Each person signing this contract warrants full authority to sign for the party named and said person, individually, together with the party named, shall be jointly and severally liable for the Balance hereunder. Late charges shall be calculated at one-fiftieth of 1% per day but not exceed any maximum permitted by applicable law.

This contract note contains the entire agreement of the parties and may not be modified except in writing. Seller shall not by acceptance of overdue payments or by any act or omission to act be deemed to have waived any right hereunder. A waiver on one occasion shall not operate as a waiver on a future occasion. As part of the consideration for Seller's entering into this contract, Buyer hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Buyer's true and lawful attorney-in-fact and agent for Buyer and in Buyer's name, place and stead to accept service of any process within the State of New York, Holder agreeing to notify Buyer, at Buyer's address shown herein, by certified mail, within three days of such service having been effected. The parties hereto agree to the venue and jurisdiction of any court in the State of New York regarding any matter arising hereunder. Any provision hereof violating the law of any jurisdiction shall when governed by the law of such jurisdiction, be deemed void to the extent of such prohibition, but without invalidating the remaining provisions hereof. The parties each warrant and agree that Buyer has not received possession of the property prior to the date hereof. Intending that each and every provision of this contract note be fully effective according to its terms, the parties agree that the validity, enforceability and effectiveness of each provision hereof shall be determined by the law of the state of residence or principal place of business of the Buyer, Seller or Holder, whichever renders each such provision effective. This contract shall be binding upon the heirs, administrators, legal representatives and successors of the Buyer.

GUARANTORS-ENDORSERS SIGN HERE:

THE UNDERSIGNED, JOINTLY AND SEVERALLY, HEREBY UNCONDITIONALLY GUARANTY AND WARRANT THE FULL AND COMPLETE PAYMENT AND PERFORMANCE OF THE ABOVE CONDITIONAL SALE CONTRACT NOTE IN ACCORDANCE WITH THE TERMS THEREOF. PAY TO THE ORDER OF CREDIT ALLIANCE CORPORATION.

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)  
\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
(Guarantor-Endorser) (Guarantor-Endorser)

ASSIGNMENT/ENDORSEMENT TO BE EXECUTED BY SELLER

For valuable consideration, the receipt whereof is hereby acknowledged, the undersigned ("Seller") hereby sells, assigns, endorses, transfers and sets over to CREDIT ALLIANCE CORPORATION ("Assignee"), its successors and assigns, the within conditional sale contract note (the "contract") and all right, title and interest in and to the property therein described (the "property"), and all rights and remedies therein, including the right to collect installments due thereon, and the right either in Assignee's own name, or in Seller's name, to take such legal proceedings or otherwise as Seller might have taken save for this assignment and endorsement, and warrants the payment when due of each sum payable thereunder and the payment on demand of the entire unpaid balance, in the event of nonpayment by the Buyer therein named ("Buyer") of any payment at its due date, or of any other default by Buyer without first requiring Assignee to proceed against Buyer. Seller will reimburse Assignee for all expenses not paid by Buyer, in connection with enforcing its rights hereunder, including but not limited to, attorneys' fees, court costs, expenses of repossession and sale and interest on overdue payments. In consideration of Assignee accepting this assignment/endorsement, Seller hereby designates and appoints Stuart B. Glover, Esq., New York, New York, and C-A Credit Corp., New York, New York, or either of them, as Seller's true and lawful attorney-in-fact and agent for Seller and in Seller's name, place and stead to accept service of any process within the State of New York, Assignee agreeing to notify Seller at its address shown in the contract by certified mail within three days of such service having been effected. Assignee may at any time, without prior notice or demand to Seller, appropriate and apply toward the payment of any of Seller's obligations to Assignee, any and all balances, sums, property, credits, accounts, reserves, collections, checks or instruments belonging or payable to Seller in Assignee's possession, and for such purposes endorse the name of Seller on any instrument payable to Seller. Seller agrees that Assignee may audit Seller's books and records relating to all paper sold to it and agrees that without notice to and without releasing the liability of Seller hereon Assignee may release any rights against, grant extensions of time of payment to, and compromise claims with Buyer or any other obligor on the contract and repossess and resell any property, and Seller waives presentment and demand for payment, protest and notice of protest hereof and as to any other note or notes endorsed or hereafter to be endorsed by Seller, and Seller expressly waives the benefits of any present or future provisions of law which might extend the obligation of Seller as the result of any extension obtained by Buyer in any proceedings under any present or future provisions of law.

Seller warrants that the contract is genuine and in all respects what it purports to be; that all statements therein contained are true; that the contract is fully enforceable and the only contract and note executed for the property; that at the time of the execution of this assignment and endorsement Seller had good title to the property and the right to transfer title thereto; that the property has been duly delivered and accepted in accordance with the terms of the contract; that all parties to the contract have capacity to contract; that Seller has no knowledge of any facts which impair the validity of said contract or render it less valuable or valueless; that there is unpaid and owing thereon the whole of the balance due and Seller warrants against all liens, claims, defenses and counterclaims, real or claimed; Seller warrants compliance with all filing and recording requirements and all Federal, State and Municipal laws and rules, orders or regulations regarding conditional sale contracts, security agreements, notes and installment paper, hereby agreeing that any filing or recording or renewals thereof which Assignee may undertake at Seller's request, or otherwise, shall be at Seller's expense and without any responsibility whatsoever on Assignee's part for any omission or invalid accomplishment thereof, whether through Assignee's failure, neglect or for any reason, and such omission or invalid accomplishment shall not relieve Seller of any responsibility to Assignee. Assignee is hereby authorized to file one or more financing statements against or in the name of Seller. Seller expressly represents and warrants that the contract arises out of a bona fide sale in the first instance of the property by Seller to Buyer and that title to the property originated with Seller and not with Buyer and that prior to the execution of the contract, Buyer did not either directly or indirectly have any interest in the property, and that an actual delivery to and acceptance by Buyer has been made for Buyer's proper uses and purposes, and that any down payment was made by Buyer in cash and not its equivalent unless otherwise specifically stated in the contract and that no part thereof was loaned directly or indirectly by Seller to Buyer; Seller will not advance, give, or loan to Buyer directly or indirectly any part of the unpaid purchase price; that Buyer has not and will not either directly or indirectly receive from or through Seller any part of the consideration for this assignment and that Seller shall be fully liable for payment of all of Buyer's obligations in the event Buyer fails to pay its obligation under the contract in full immediately upon the sale, transfer, assignment or conversion of the property. Seller shall have no authority without Assignee's prior written consent to accept collection and/or repossess and/or consent to the return of the property and/or modify the terms of the contract. Pay to the order of Credit Alliance Corporation.

Notice of the acceptance hereof is hereby waived, and none of the terms hereof shall be modified except by a writing signed by an officer of Assignee. This assignment and endorsement has been executed and delivered to Assignee pursuant to and in furtherance of an existing agreement, if any, between Seller and Assignee. All representations, warranties and agreements therein contained are incorporated herein by reference and are deemed repeated by Seller as as to induce Assignee to accept this assignment and endorsement.

Date: \_\_\_\_\_, 19 \_\_\_\_\_ (SEAL)  
\_\_\_\_\_  
(Corporate, Partnership or Trade Name or Individual Signature) } Signature of Seller  
By: \_\_\_\_\_  
(Signature: Title of Officer, "Partner" or "Proprietor")

(With Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. - FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 053110

RECORDED IN LIBER 476 FOLIO 43 ON 08/06/84 (DATE)

1. DEBTOR

Name Aultsup, Richard O. Sr & Bernice  
Address 172 Wood Dr., Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

RECORD FEE 10.00  
POSTAGE .50  
#21057 345 RM T14:37  
AUG 20 84

CR  
CLERK

1986 AUG 20 PM 4:14  
E. J. TILMAN, CLERK

Dated 08/08/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 249962  
RECORDED IN LIBER 468 FOLIO 137 ON 11/29/83 (DATE)

1. DEBTOR

Name Alton, Wilmer & Emma  
Address 1125 President St., Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

RECORD FEE 10.00  
POSTAGE .50  
12 133 045 401 T14138  
MG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: Termination</b> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1986 AUG 20 PM 4:14  
F. M. COLLISON



Dated 8/8/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

22.50

BOOK 501 PAGE 578

LIBER 425 PAGE 146

232493

(Account No. 00853 )

Statement No. \_\_\_\_\_

Date: May 2, 1980

Financing Records, Liber \_\_\_\_\_, Fol. \_\_\_\_\_

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

- 1. DEBTORS: Wilmer Alton & Emma R. Alton  
Names: \_\_\_\_\_  
Address: 1125 President Street Annapolis, Md. 21403
- 2. SECURED PARTY: USLIFE Credit Corporation 2020 D West Street ✓  
Address: Annapolis, Md. 21401

RECORD FEE 5.00  
RECORD TAX 17.50  
#34394 0237 102 110:06  
MAY 8 80

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 2661.10

All household goods located at above address and on file with USLIFE CREDIT CORPORATION.

- 4. DEBTORS: Wilmer Alton  
/s/ Wilmer Alton
- SECURED PARTY: USLIFE CREDIT CORPORATION  
By/s/ W. Johnson

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

1986 AUG 20 1986  
B.L. CLERK

B.L. CLERK

RECEIVED RECORD  
CAPITAL GAIN ACCOUNT  
1980 MAY -8 AM 10:10  
W. JOHNSON CLERK

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

Date: 8/8/86

P/11-MD

SECURED PARTY:  
USLIFE CREDIT CORPORATION

By /s/ Kimberly A. Jetman

RECORD FEE 10.00  
FILE FEE .50  
#21279 036 001 714838  
AUG 20 86

Mailed to Secured Party

Mailed to Secured Party

15.00  
00.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253298

RECORDED IN LIBER 476 FOLIO 359 ON 8/14/84 (DATE)

1. DEBTOR

Name Best, Elbert E. & Gwendolyn  
Address 29 E. Bens Drive, Annapolis, MD 21403

2. SECURED PARTY

Name \_\_\_\_\_  
Address NORWEST FINANCIAL-727  
24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Terminated</u> (Indicate whether amendment, termination, etc.)</p>

1500 AUG 20 PM 4:14  
MORTGAGE DIVISION



Dated 8/8/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 9531025

RECORDED IN LIBER 477 FOLIO 247 ON 8/28/84 (DATE)

1. DEBTOR

Name Bowie, Debra A.  
Address 1381 Tyler Ave., Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL-727 SECURED FEE 10.00  
Address 24 DEFENSE STREET - SUITE B FOLIO .50  
ANNAPOLIS, MARYLAND 21401 RECORDED AUG 29 1984

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: <u>Termination</u></b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>
		

Dated 8/8/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

(Account No. 2517 )

Statement No. \_\_\_\_\_

Date: December 22, 1981

Financing Records, Liber \_\_\_\_\_, Fol. \_\_\_\_\_

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: Charles Comer & Linda Sue Comer

Address: 303 Oakwood Road Edgewater, Md. 21037

2. SECURED PARTY:

USLIFE Credit Corporation

Address: P. O. Box 532 Annapolis, Md. 21404

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 853.89

1 Sofa, 2 Chairs, 2 Tables, 2 Lamps, 1 Rug, 1 Stove, 1 Refrig, 1 Washer, 1 Dryer  
1 Table w/6 Chairs, 3 Beds, 4 Dresses, 1 Dr. Table, 2 Tables, 4 Lamps,  
1 Mixer, 1 Toaster, 1 Radio, 3 T.V.s 1 Sweeper,

RECORD FEE 5.00  
RECORD TAX 3.50  
POSTAGE .50  
#03012 0237 102 112:33  
DEC 28 81

4. DEBTORS:

/s/ Charles L. Comer  
CHARLES L. COMER

/s/ Linda Sue Comer  
LINDA SUE COMER

SECURED PARTY:

USLIFE CREDIT CORPORATION

By/s/ Roscoe Merchant Manage

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00  
POSTAGE .50  
#21001 005 801 114#41  
AUG 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:

USLIFE CREDIT CORPORATION

Date: 08/18/86

P/11-MD

By/s/ Kimberly A. Silman



RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

RECEIVED FOR RECORD  
CIRCUIT COURT, S.A. COUNTY

1986 AUG 20 PM 4:14

1981 DEC 28 PM 12:35

E. AUBREY COLLISON  
CLERK

W. L. ... CLERK

5.00 3.50 .50

Mailed to Secured Party

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC. — FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255278  
RECORDED IN LIBER 481 FOLIO 511 ON 2/22/85 (DATE)

1. DEBTOR

Name Donithan Patrick B. & Margo  
Address 129 Locust Lane, Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination   
(Indicate whether amendment, termination, etc.)

CHECK  FORM OF STATEMENT

RECORDING FEE 10.00  
POSTAGE .50  
#21062 0345 201 714041  
AUG 20 86

1986 AUG 20 PM 4:14  
AUBREY COLLISON  
CLERK



Dated 8/8/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 254808

RECORDED IN LIBER 480 FOLIO 206 ON 12/4/84 (DATE)

1. DEBTOR

Name Dufrene, Warren R. Sr.  
Address 1011 Waterbury Heights Dr. Crownsville, MD 21032

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

A. Continuation   
The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.

B. Partial Release   
From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:

C. Assignment   
The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:

D. Other: Termination   
(Indicate whether amendment, termination, etc.)

CHECK  FORM OF STATEMENT  
1986 JUN 20 PM 4:14

RECORD FEE 10.00  
NOTICE .50  
JUN 20 1986 11:43 AM R01 T14342



Dated 8/8/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

(Account No. 34433 ) Statement No. \_\_\_\_\_

Date: July 28, 1977 Financing Records, Liber \_\_\_\_\_, Fol. \_\_\_\_\_

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS: Names: Warren R. Dufrene & Renee Dufrene

Address: Post Office Box 1932 Annapolis, Md. 21404

2. SECURED PARTY: USLIFE Credit Corporation 2020 D West Street

Address: Annapolis, Md. 21401

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 1692.57

All household goods listed at above address and on file with USLIFE CREDIT CORPORATION.

4. DEBTORS: /s/ Warren Dufrene Sr. SECURED PARTY: USLIFE CREDIT CORPORATION  
Warren R. Dufrene

/s/ Renee M. Dufrene By/s/ Martin C. DiTrani Manager  
Renee M. Dufrene

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00  
MORTGAGE .50  
AUG 20 1977

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY: USLIFE CREDIT CORPORATION

Date: 8/8/86

By /s/ Kimberly A. Sitman

P/11-MD

Mailed to Secured Party  
1986 AUG 22 11:14

1977 AUG -2 PM 5:00

Mailed to Secured Party

W. BARRETT CALHOUN  
CLERK

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 252703

RECORDED IN LIBER 475 FOLIO 49 ON 07-23-84 (DATE)

1. DEBTOR

Name FEO, Jose E. & Sandra  
Address 167 Green St. Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

RECORDED RE 10.00  
FEE .50  
RECORDED UCC 501 714443  
AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1986 AUG 20 PM 4:14  
E. W. COLLISON  
CLERK

CR  
CLERK

Dated 08-08-86

Kimberly A. Tilman  
(Signature of Secured Party)

Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

1200

(Account No. 25820 )

Statement No. \_\_\_\_\_

Date: September 5, 1978

Financing Records, Liber \_\_\_\_\_, Fol. \_\_\_\_\_

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:

Names: Irvin Jones & Shirley Jones

Address: 1812 Bowman Drive Annapolis, Md. 21401

2. SECURED PARTY:

USLIFE Credit Corporation 2020 D West Street

Address: Annapolis, Md. 21401

3. This Financing Statement covers the following types or items of property: (describe)

Amount Secured \$ 1367.97

RECORD FEE 5.00  
RECORD TAX 7.00

Allhousehold Goods listed at above address and on file with USLIFE CREDIT CORPORATION.

4. DEBTORS:

1/s/ *Irvin Jones*  
Irvin Jones

1/s/ *Shirley Jones*  
Shirley Jones

SECURED PARTY:  
USLIFE CREDIT CORPORATION

*Michael S. Levin*  
By/s/ Michael S. Levin Act. Manager

THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

1986 AUG 20 PM 4:15  
E. ALBERT COLLISON  
CLERK

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME FEE TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.

RECORD FEE 10.00  
RECORD TAX .50  
TOTAL 10.50  
AUG 20 1978

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

Date: 8/8/86

P/11-MD

N. M. CLERK

SECURED PARTY:  
USLIFE CREDIT CORPORATION

By/s/ *Kimberly A. Sulma*

Mailed to Secured Party

Mailed to Secured Party

K.G. CLERK

RECEIVED TWO RECORD  
CIRCUIT COURT, BALTIMORE COUNTY

1978 SEP -7 AM 10:28

W. GARRETT LARMORE  
CLERK

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253330

RECORDED IN LIBER 476 FOLIO 395 ON 8/15/84 (DATE)

1. DEBTOR

Name Martin Sheerle S.  
Address 1299 Ashton Ct. 2A, Annapolis, MD 21403

2. SECURED PARTY

Name \_\_\_\_\_  
Address NORWEST FINANCIAL-727  
24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

RECORD FEE 10.00  
FILE FEE .50  
421067 0345 R01 T14:43  
AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p>A. Continuation <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1986 AUG 20 PM 4:15  
E. JAMES COLLISON  
CLERK



Dated 8/8/86

Kimberly A. Iman  
(Signature of Secured Party)  
Kimberly A. T. Iman  
Type or Print Above Name on Above Line

Mailed to Secured Party

8-SP

(Account No. 2004 ) Statement No. \_\_\_\_\_  
Date: JUNE 9, 1981 Financing Records, Liber \_\_\_\_\_, Fol. \_\_\_\_\_

FINANCING STATEMENT

This Financing Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).

1. DEBTORS:  
Names: Robert L. & Elaine Matthews  
Address: 5824 Shadyside Road; Churchton, Md, 20733

2. SECURED PARTY:  
USLIFE Credit Corporation  
Address: P. O. Box 532; Annapolis, Md. 21404  
RECORD FEE 5.00  
RECORD TAX 3.50  
#03564 0237 R02 T13:29  
JUN 22 81

3. This Financing Statement covers the following types or items of property: (describe)  
Amount Secured \$ 737.29  
Sofa, chairs, 3 tables, 2 lamps, 1 table/ 8 chairs 1 china clst. rug  
Stove, Refrig, washer, dryer 2 beds, 2 dressers 2 chest 2 tables 2 lamps  
1 mixer, 1 toaster, 1 piano, 1 radio, 1 TV sets.

4. DEBTORS: /s/ Robert L. Matthews  
ROBERT MATTHEWS  
/s/ Elaine Matthews  
ELAINE MATTHEWS  
SECURED PARTY:  
USLIFE CREDIT CORPORATION  
By /s/ Roscoe Merchant / Manager  
THIS TRANSACTION IS NOT EXEMPT FROM THE RECORDATION TAX

FILING OFFICE NOTICE: AFTER THIS STATEMENT HAS BEEN RECORDED, PLEASE MAIL THE SAME TO THE SECURED PARTY WHOSE ADDRESS APPEARS ABOVE.  
RECORD FEE 10.00  
POSTAGE .50  
#2198 0345 R01 T14:44  
AUG 20 86

TERMINATION STATEMENT

This Termination Statement is presented to a Filing Officer for Filing pursuant to the provisions of Subtitle 9 of the Uniform Commercial Code (Article 75B, Annotated Code of Maryland).  
The secured party certifies that, the indebtedness referred to in the above-captioned Financing Statement having been paid, the collateral described in that Financing Statement is hereby released.

SECURED PARTY:  
USLIFE CREDIT CORPORATION  
Date: 8/8/86  
By /s/ Kimberly A. Selman  
P/11-MD

Mailed to Secured Party

RECEIVED FOR RECORD  
CIRCUIT COURT, A.A. COUNTY

1981 JUN 22 PM 1:46

W. GARRETT LARRIMORE  
CLERK

B.L. CLERK

5.00 3.50

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 255178

RECORDED IN LIBER 481 FOLIO 329 ON 01/11/85 (DATE)

1. DEBTOR

Name NORRIS JR. James C. & Dorothy  
Address 439 Birch Dr. Edgewater MD 21037

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

SPENCER 10.00  
FIDELITY 1.30  
22170 0345 001 T1448  
AUG 20 86

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK  FORM OF STATEMENT

<p><b>A. Continuation</b> <input type="checkbox"/> The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/> From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p><b>C. Assignment</b> <input type="checkbox"/> The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other:</b> <u>Termination</u> <input type="checkbox"/> (Indicate whether amendment, termination, etc.)</p>

1986 AUG 20 PM 4:15  
MORRISON

Dated 08/08/86

Kimberly A. Tilman  
(Signature of Secured Party)

Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party



UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253302

RECORDED IN LIBER 476 FOLIO 363 ON 8/14/84 (DATE)

1. DEBTOR

Name Chesterfield Shaepe Sr  
Address 431 Boston Heights Cr. Annapolis, MD 21401

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above 10.00

3. Maturity date of obligation (if any)

POSTAGE  
#21071 C45 201 11:48  
AUG 20 86

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: <u>Termination</u></b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

MILWAUKEE COUNTY CLERK  
15006 AUG 20 PM 4:15  
KIMBERLY COLLISON

Dated 8/8/86

Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 052826

RECORDED IN LIBER 475 FOLIO 230 ON 7/25/84 (DATE)

1. DEBTOR

Name Spruill, Augustine & Theresa  
Address 1006 President St., Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

Person And Address To Whom Statement Is To Be Returned If Different From Above

RECORD FEE 10.00  
SEARCH FEE 50  
T14849  
AUG 20 86

3. Maturity date of obligation (if any) \_\_\_\_\_

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p>A. Continuation <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p>C. Assignment <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <u>Termination</u> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

1986 AUG 20 PM 4:15  
PROPERTY COLLECTION  
CLERK

Dated 8/8/86



Kimberly A. Tilman  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

Mailed to Secured Party

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT, ETC.—FORM UCC-3

THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 253050

RECORDED IN LIBER 475 FOLIO 546 ON 8/3/84 (DATE)

1. DEBTOR

Name Venerable Tersheia D.  
Address 1930 B. Gemini Dr., Annapolis, MD 21403

2. SECURED PARTY

Name NORWEST FINANCIAL-727  
Address 24 DEFENSE STREET - SUITE B  
ANNAPOLIS, MARYLAND 21401

RECORDED FEE 10.00  
NOTICE .50  
#2 UCC-301 7148-99  
AUG 20 1984

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK <input checked="" type="checkbox"/> FORM OF STATEMENT	<p><b>A. Continuation</b> <input type="checkbox"/></p> <p>The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p><b>B. Partial Release</b> <input type="checkbox"/></p> <p>From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
	<p><b>C. Assignment</b> <input type="checkbox"/></p> <p>The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p><b>D. Other: <u>Termination</u></b> <input checked="" type="checkbox"/></p> <p>(Indicate whether amendment, termination, etc.)</p>

1986 AUG 20 PM 4:15  
E. MURPHY & COLLISON  
CLERK  
UCC CLERK

Dated 8/8/86

Kimberly A. Nelson  
(Signature of Secured Party)  
Kimberly A. Tilman  
Type or Print Above Name on Above Line

mailed to Secured Party

STATE OF MARYLAND

UNIFORM COMMERCIAL CODE  
STATEMENTS OF CONTINUATION, PARTIAL RELEASE, ASSIGNMENT ETC. — FORM UCC-8  
THIS STATEMENT REFERS TO ORIGINAL STATEMENT, IDENTIFYING FILE NO. 239468  
RECORDED IN LIBER 441 FOLIO 341 ON 8/31/81 (DATE)

1. DEBTOR

Name SAM&Tco Field Management Services, Inc.

Address 3708 West Street, Landover, Maryland 20785

2. SECURED PARTY

Name Credit Alliance Corporation

RECORDING FEE 10.00  
FILING FEE .50

Address P.O. Box 1680, Glen Burnie, Md. 21061 formerly 1900 Sulphur Spring Rd

AUG 20 1986

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any)

CHECK  FORM OF STATEMENT

<p>A. Continuation <input checked="" type="checkbox"/>  The original financing statement between the foregoing Debtor and Secured Party, bearing the file number shown above, is still effective.</p>	<p>B. Partial Release <input type="checkbox"/>  From the collateral described in the financing statement bearing the file number shown above, the Secured Party releases the following:</p>
<p>C. Assignment <input type="checkbox"/>  The Secured Party certifies that the Secured Party has assigned to the Assignee whose name and address is shown below, Secured Party's rights under the financing statement bearing the file number, shown above in the following property:</p>	<p>D. Other: <input type="checkbox"/>  (Indicate whether amendment, termination, etc.)</p>

Credit Alliance Corporation

Dated \_\_\_\_\_

*[Signature]*  
OR CLERK

(Signature of Secured Party)

Larry F. Kimmel, Assist. V.P.

Type or Print Above Name on Above Line

Mailed to Secured Party

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Baldwin Service Center, Inc.

Address Defense Highway 450 & 178 Annapolis, MD 21401

2. SECURED PARTY

Name Leasing Service Corporation

Address P. O. Box 1680 500 DiGiulian Blvd. Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

RECORD FEE 11.00  
POSTAGE .50  
#21108 0777 001 115:29  
AUG 20 1986

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Baldwin Service Center, Inc.

F. Gregory Baldwin  
(Signature of Debtor)

F. Gregory Baldwin V.P.  
Type or Print Above Name on Above Line

(Signature of Debtor)

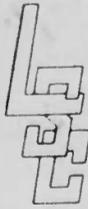
Type or Print Above Signature on Above Line

Leasing Service Corporation

[Signature]  
(Signature of Secured Party)

Larry F. Kimmel Asst V.P.  
Type or Print Above Signature on Above Line

CR  
CLERK



# LEASING SERVICE CORPORATION (the "LESSOR")

BOOK 501 PAGE 593

- 770 LEXINGTON AVENUE • NEW YORK, NEW YORK 10021
- 1900 POWELL STREET • EMERYVILLE, CALIFORNIA 94662
- 2261 PERIMETER PARK • ATLANTA, GEORGIA 30341
- 2360 EAST DEVON AVENUE • DES PLAINES, ILLINOIS 60018
- P.O. BOX 8, PREL PLAZA • ORANGETOWN, NEW YORK 10962
- 500 DiGiulian Blvd. Glen Burnie, MD 21061

Telephone: 212/421-3600  
 Telephone: 415/654-8615  
 Telephone: 404/458-9211  
 Telephone: 312/298-5580  
 Telephone: 914/359-8111  
 760-7100

LEASE NO. 03071-67

FULL LEGAL NAME AND ADDRESS OF "LESSEE"

**Baldwin Service Center, Inc.**  
 Defense Highway 450 & 178  
 Annapolis, MD 21401

SUPPLIER OF EQUIPMENT (COMPLETE ADDRESS)

**ADP Dealer Services Division of Automatic  
 Data Processing, Inc.**  
 920 East Algonquin  
 Schaumburg, IL 60195

NAME AND TITLE OF PERSON TO CONTACT:

QUANTITY	DESCRIPTION: MODEL #, CATALOG #, OR OTHER IDENTIFICATION.
EQUIPMENT LEASED	2 Ports with 32K Memory
	1 Frame 10 Mega Byte
	1 Additional 16K Memory to be added to ADP Computer System Series 6000 Model 6035

(IF DIFFERENT THAN LESSEE'S ADDRESS SHOWN ABOVE)

LOCATION OF EQUIPMENT: STREET ADDRESS

CITY COUNTY STATE

FOR INITIAL TERM OF THIS LEASE					AFTER INITIAL TERM
AMOUNT OF EACH RENT PAYMENT	NO. OF RENT PAYMENTS	TOTAL RENT	INITIAL TERM OF LEASE (NO. OF MONTHS)	ADVANCE RENT	RENEWAL RENT
\$ 374.23 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	28	\$ 10,478.44 <small>(PLUS SALES TAX, IF APPLICABLE)</small>	28	\$ -0- <small>(EXCLUSIVE OF ANY SALES TAX)</small>	\$ -0- <small>PAYABLE ANNUALLY IN ADVANCE (PLUS ANY SALES TAX)</small>

### Terms and Conditions of Lease

- Lessee hereby leases from Lessor, and Lessor leases to Lessee, the personal property described above and in any schedule made part hereof (herein called "equipment") which Lessee warrants shall be used for commercial purposes only and not for any farming purpose.
- Lessee requests Lessor to purchase equipment of the type and quality specified above from the supplier named above and agrees upon written acceptance hereof, signed at Lessor's office by an authorized officer of Lessor, to lease said equipment from Lessor on the terms, provisions and conditions of this lease. Lessor agrees to order such equipment from said supplier, but shall not be liable for specific performance of this lease or for damages if for any reason the supplier delays or fails to fill the order. Lessee shall accept such equipment upon delivery, and hereby authorizes Lessor to add to this lease the serial number of each item of equipment so delivered. Any delay in such delivery shall not affect Lessee's obligations hereunder.
- As used herein, "Actual Cost" means the cost to Lessor of purchasing and delivering equipment to Lessee, including taxes, transportation charges and other charges. The amount of each Rent Payment, the Advance Rent, and any Renewal Rent set forth above are based on the estimated cost to Lessor and shall each be adjusted proportionally if the Actual Cost differs from said estimated cost. Lessee hereby irrevocably authorizes Lessor to correct the figures set forth above when the Actual Cost is known, and each Rent Payment shall be increased by any sales or other tax that may be imposed on or measured by the rent payments. If Actual Cost differs from the estimated cost by more than ten percent thereof, Lessor at its option, may terminate this lease by giving written notice to Lessee after receiving notice of Actual Cost. If prior to delivery there shall occur any event of default hereunder, Lessee shall be liable for Lessor's damages occasioned thereby, which for purposes of this paragraph only, it is agreed shall be the difference between Actual Cost to Lessor and the Total Rent as provided herein, plus any amounts paid on account of the equipment.
- The initial term of this lease commences upon the acceptance hereof by Lessor and ends upon the expiration of the number of months specified above (for the initial lease term) after the rent commencement date, which date shall be the date upon which the supplier ships the equipment to Lessee, or 9-15-86 whichever is earlier.
- Lessor will upon Lessee's written request, request the supplier to authorize Lessee to enforce in its own name all warranties, agreements or representations, if any, which may be made by the supplier to Lessee or Lessor. Notwithstanding the foregoing, Lessor itself makes no express nor implied nor statutory warranties as to any matter whatsoever, including, without limitation, the condition of equipment, its merchantability or its fitness for any particular purpose. No defect or unfitness of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. Lessee agrees that any maintenance service to be performed is the sole obligation of Lessee who may arrange for same with the supplier of equipment. Lessee agrees to pay Lessor a lease documentation charge of \$40.00 upon its acceptance hereof.
- Lessee agrees to pay during the initial term of this lease Total Rent equal to the number of rent payments specified herein multiplied by the amount of each payment specified herein. The first rent payment and any advance rent shall be due upon execution of this lease by Lessee; any deposit or acceptance of such sum by Lessor shall not be deemed acceptance of this lease. In no event shall the first rent payment or advance rent be refunded to Lessee. The second rent payment shall be due and payable one month after the rent commencement date and subsequent rent payments for the initial term shall continue on the same date of each successive month thereafter until the Total Rent and any other sums payable hereunder are paid in full. All rent shall be paid to Lessor at its address set forth herein

SEE REVERSE SIDE FOR ADDITIONAL TERMS AND CONDITIONS WHICH ARE PART OF THIS LEASE

The undersigned lessor and lessee agree to all the terms and conditions set forth above and on the reverse side hereof, and in witness thereof hereby execute this lease.

THE EQUIPMENT IS LEASED HEREUNDER AS-IS, AND LESSOR MAKES NO EXPRESS NOR IMPLIED NOR STATUTORY WARRANTIES AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY OR ITS FITNESS FOR ANY PURPOSE.

ACCEPTED AT: Glen Burnie, Maryland

DATE EXECUTED BY LESSEE: 8-6-86

DATE: 8-6-86  
LESSOR:

LESSEE: Baldwin Service Center, Inc.  
FULL LEGAL NAME

**ca** LEASING SERVICE CORPORATION

BY: [Signature]  
AUTHORIZED SIGNATURE

V.P.  
TITLE

BY: [Signature] VICE PRESIDENT

BY: \_\_\_\_\_ AUTHORIZED SIGNATURE

LEASE COPY

4

BOOK 501 PAGE 594

for the state where accepted by Lessor, or as otherwise directed by Lessor in writing. Should Lessor pay for or on account of the equipment any sums more than thirty days prior to the rent commencement date, Lessee will pay Lessor as additional rent along with the first rent payment due after the rent commencement date, an amount equal to 1/15 of 1% of such sums paid for each day from the date of payment to the rent commencement date, except where such additional rent would not be permitted by applicable law, in which event said additional rent shall be the maximum permitted by law.

7. Lessor may, but shall not be obligated, to apply any advance rent toward curing any default of Lessee hereunder, in which event Lessee shall promptly restore the advance rent to the full amount specified herein. Any advance rent shall be held by Lessor without charge nor interest and may be applied by Lessor, in its sole discretion, against the unpaid installments of rent hereunder in the inverse order of their respective maturities, but Lessor shall not be obligated to do so.

8. If, upon the expiration of the original or any renewal term hereof, Lessee is not then and has not been in default in any of Lessee's obligations to Lessor and this lease specifies a Renewal Rent amount, Lessee may renew this lease for one year at the Renewal Rent so specified by giving Lessor written notice of renewal at least sixty days prior to the expiration of the initial or any renewal term and payment along with such notice of the Renewal Rent amount. If this lease is not renewed under the terms of the immediately preceding sentence for any reason whatsoever, Lessor may notify Lessee prior to the expiration of the original or any renewal term hereof, that if Lessee fails to return the equipment as herein provided at the end of the then current term hereof, this lease shall be renewed for an additional one year term at the same rent provided for in this lease for the initial term. All of the terms and conditions of this lease shall apply and be in full force and effect during any and all renewal terms.

9. Unless Lessee gives Lessor written notice of each defect or other proper objection to an item of equipment within three business days after receipt thereof, it shall be conclusively presumed, as between Lessee and Lessor, that the item was delivered in good repair and that Lessee accepts it as an item of equipment described in this lease. Lessee warrants and represents that no item of equipment has been delivered to Lessee prior to the date of Lessor's acceptance hereof, which shall be deemed the date of this lease. Lessee will deliver to Lessor a delivery/installation receipt (Lessor's form) for each and every item immediately upon Lessor's request.

10. Lessee shall use equipment in a careful manner and shall comply with all laws relating to its possession, use and maintenance. The equipment shall be delivered and thereafter kept at the location specified above or, if none is specified, at Lessee's address as set forth above, and shall not be removed therefrom without Lessor's prior written consent.

11. If Lessor supplies Lessee with labels stating that equipment is owned by Lessor, Lessee shall affix and keep same in a prominent place on each item of equipment. Lessor is hereby authorized to file one or more financing statements and may sign same as agent and attorney in fact for Lessee. Lessee, at its expense, shall keep equipment in good repair and furnish all parts, mechanisms and devices required therefor. Lessee shall not make any alterations, additions or improvements to equipment without Lessor's prior written consent. All additions and improvements made to equipment shall belong to Lessor. Upon the expiration or earlier termination of this lease, Lessee, at its sole expense, shall return equipment in good repair, ordinary wear and tear resulting from proper use thereof alone excepted, by delivering it to such place as Lessor may specify. If Lessor, for any reason, does not receive the equipment immediately upon the expiration of the term hereof and there is no renewal under section 8 hereof, Lessor will receive as use and occupancy of the equipment or any portion thereof for each month or portion thereof, between the date of expiration and the date of return of equipment, an amount equal to 150% of the monthly rent specified for the initial lease term and the provisions hereof shall remain in effect and bind Lessee until such return of equipment.

12. Lessee shall bear the entire risk of loss, theft, damage or destruction of equipment from any cause whatever, and no loss, theft, damage or destruction of equipment shall relieve Lessee of the obligation to pay rent or of any other obligation under this lease. In the event of damage to any item of equipment, Lessee shall immediately place same in good repair. If Lessor determines that any item of equipment is lost, stolen, destroyed or damaged beyond repair, Lessee at the option of Lessor, shall: (a) replace same with like equipment in good repair, or (b) pay Lessor in cash all of the following: (i) all amounts then due and payable by Lessee to Lessor under this lease, (ii) an amount equal to twenty percent of the cost of said item, and (iii) the unpaid balance of the Total Rent for the initial term of this lease attributable to said item. Upon Lessor's receipt of such payment, Lessee shall be entitled to whatever interest Lessor may then have in said item, in its then condition and location, without warranty, expressed or implied. The parties hereto agree that the sum of the amounts numbered (ii) and (iii) equals the fair value of said item on the date of such loss, theft, damage or destruction.

13. Lessee shall provide and maintain insurance against loss, theft, damage or destruction of equipment in an amount acceptable to Lessor but not less than the Total Rent payable hereunder, with loss payable to Lessor. Each policy shall be delivered to Lessor and shall expressly provide that said insurance as to Lessor and its assigns shall not be invalidated by any act, omission or neglect of Lessee. Lessor may apply the proceeds of said insurance to replace or repair equipment and/or to satisfy, in whole or in part, Lessee's obligations to Lessor. Lessee hereby irrevocably appoints Lessor as Lessee's attorney in fact to make claim for, receive payment of, and execute and endorse all documents, checks, or drafts received in payment or demand to Lessee, appropriate and apply toward the payment of any of Lessee's obligations to Lessor any and all balances, sums, property, credits, deposits, accounts, reserves, collections, drafts, notes or checks coming into Lessor's possession and belonging or owing to Lessee and for such purposes, endorse Lessee's name on any such instrument made payable to Lessee for deposit, negotiation, discount or collection. Such applications may be made and/or any monies paid to Lessor may be applied and/or previous application changed to apply, without notice to Lessee, partly or entirely to any of Lessee's obligations to Lessor arising hereunder or otherwise as Lessor in its sole discretion may elect. If Lessee fails to procure and maintain insurance as herein provided or to pay any charges and taxes, Lessor shall have the right, but shall not be obligated to effect such insurance and/or pay such charges and taxes, and Lessee shall repay to Lessor the cost thereof as additional rent hereunder with the next payment of rent. Lessee shall also provide and maintain paid public liability (personal injury and property damage) insurance, naming Lessor as additional insured.

14. Lessee shall hold harmless and indemnify Lessor against any and all claims, actions, proceedings, expenses, attorneys' fees, damages and liabilities, arising in connection with the equipment, its manufacture, selection, purchase, delivery, possession, ownership, leasing, renting, control, maintenance, delivery, use, operation and/or return and the recovery of claims under insurance policies thereon. Lessee shall pay promptly when due all charges and taxes (local, state and federal) which may now or hereinafter be imposed upon the ownership, leasing, renting, sale, purchase possession or use of equipment, and shall save Lessor harmless against any actual or asserted violations and pay all costs, expenses, penalties, interest and charges of every kind in connection therewith or arising therefrom. The obligations of Lessee shall survive the termination of this agreement. In any jurisdiction where the Uniform Commercial Code is in effect Lessee grants to Lessor a security interest in any and all goods, chattels, fixtures, furniture, equipment, assets and property of every kind wherever located, now and/or hereafter belonging to Lessee and in which Lessee has any interest and agrees that any security interest created by this agreement secures any and all obligations of Lessee and those of any affiliate of Lessee to Lessor and to any affiliate of Lessor, whether hereunder or otherwise.

15. Without Lessor's prior written consent, Lessee shall not (a) assign, transfer, pledge, hypothecate or otherwise dispose of this lease or any interest therein, or (b) sublet or lend equipment or any part thereof, or permit it to be used by anyone other than Lessee or Lessee's employees. Lessor and its assignee may assign this lease and/or mortgage the equipment, in whole or in part, without notice to Lessee. Each such assignee and/or mortgagee shall have all of the rights but none of the obligations of Lessor hereunder. Lessee hereby recognizes each such assignment and agrees to pay the balance of Total Rent to any assignee and not to assert against any assignee any defense, counterclaim, or set off that Lessee may have against Lessor. Subject to the foregoing, this lease inures to the benefit of and is binding upon the heirs, legatees, personal representatives, survivors, successors and assigns of the parties hereto.

16. Should Lessee fail to pay when due any part of the rent herein reserved or any other sum required to be paid to Lessor by Lessee, Lessee shall pay to Lessor a late charge of 1/15th of 1% per day on such delinquent payment, but not to exceed, however, the maximum permitted by applicable law, from the date when such payment was due until paid, and expenses of collection, including attorneys' fees. Lessee hereby irrevocably authorizes any attorney of any court of record to appear for and confess judgment against Lessee (except in any jurisdiction where such action is not permitted by law) for all unpaid amounts due hereunder, plus expenses and 15% added for attorneys' fees, without stay of execution, and Lessee hereby waives the issue of process, all rights of appeal and relief from any and all appraisement, stay or exemption laws then in force.

17. If Lessee fails to pay any rent or other amount herein provided when due, or if Lessee fails to perform any other provision hereof within five (5) days after Lessor shall have demanded in writing performance thereof, or if any proceeding in bankruptcy, receivership, liquidation or insolvency be commenced by or against Lessee or any of its property, or if Lessee makes any assignment for the benefit of its creditors, or if Lessee is in default under any other lease or agreement heretofore or hereafter held by Lessor, (any one or more of the foregoing being a default hereunder), then, if and to the extent permitted by applicable law, the full amount of Total Rent then unpaid hereunder and all other obligations of Lessee to Lessor shall become due and payable forthwith at the election of Lessor and Lessor may, at its option: (A) without notice or demand and without legal process, take possession of equipment (Lessee waiving any and all rights to any judicial hearing prior to any such retaking) wherever same may be located (with all additions and substitutions), but Lessee shall be required to assemble the equipment and make it available to Lessor at such place as Lessor may designate, whereupon all rights of Lessee in equipment shall terminate absolutely (but Lessee shall not be released from its obligations under this agreement until the full amount of unpaid Total Rent and all other sums payable hereunder have been paid in full) and Lessor may retain all payments of rent and (i) retain the equipment, or (ii) sell the equipment (applying net proceeds of such sale less 20% of the Actual Cost to the unpaid balance of Total Rent); or (iii) retain equipment and attempt to collect unpaid balance of Total Rent, Lessee remaining unconditionally liable for any deficiency under determined by Lessor, for the unexpired initial term hereof to the unpaid balance of Total Rent and other amounts due hereunder; (C) pursue any other remedy at law or in equity, All (ii) and (iii) above; (B) pursue the recovery of unpaid balance of Total Rent and other amounts due hereunder, or exercise of any other remedy at law or in equity, if remedies are cumulative and may, to the extent permitted by law, be exercised concurrently or separately and exercise of one shall not be an election or preclude the exercise of any other. Notwithstanding any action that Lessor may take, including taking possession of any or all of equipment, Lessee shall remain liable for the full performance of all its obligations hereunder. In addition to the foregoing, Lessee shall pay Lessor all costs and expenses, including reasonable attorneys' fees and costs of collection efforts, incurred by Lessor in exercising any of its rights or remedies hereunder. Lessee and Lessor hereby waive any and all rights to a trial by jury in any action based hereon or arising hereunder.

18. All notices relating hereto shall be in writing and delivered in person to an officer of the party to which such notice is being given or mailed by certified mail to such party at its address specified above or at such other address as may hereafter be specified by like notice by either party to the other. If more than one Lessee is named in this lease, the liability of each hereunder shall be joint and several.

19. The equipment is and shall remain the property of Lessor. Lessee, at its own cost and expense, shall protect and defend the title of Lessor. Lessee shall at all times keep equipment free and clear from all liens, attachments, levies, encumbrances and charges or other judicial process, shall give Lessor immediate written notice thereof and shall indemnify and save Lessor harmless from any loss or damage caused thereby. Lessee shall have no right, title or interest in or to equipment, except as expressly set forth in this lease, nor shall Lessee have any equity nor be deemed to develop any equity in the equipment by virtue of this agreement or any payment made in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee, party even though installed in or attached to real property. No invoice issued prior to complete performance of this lease shall operate to pass title to Lessee. All equipment the property of Lessor and shall be deemed incorporated in equipment and subject to the terms of this lease as if originally leased hereunder. As part of the consideration for each of the parties hereto to enter into this lease, each party hereto, Lessor and Lessee, and any guarantor signing hereunder, hereby jointly and severally designate and appoint Stuart B. Glover, Esquire, New York, New York, and C-A Credit Corp., New York, New York, or either of them, as each of such party's true and lawful attorney-in-fact and agent for each of such party, and in each party's name, place and stead to accept service of any process within the State of New York, the party bringing any such action agreeing to notify the other party at its address shown herein or their last known address, by certified mail, within three days of such service having been effected and such parties and any guarantors do hereby agree to the venue and jurisdiction of any court in the State and County of New York regarding any matter arising hereunder. If it should appear that any provision hereof is in conflict with any statute or rule of law of any jurisdiction wherein it may be sought to be enforced then such provision shall be deemed null and void to the extent that it may conflict therewith, but without invalidating the remaining provisions hereof. No agent or employee of the supplier is authorized to bind Lessor to this lease, to waive or alter any term or condition printed herein or add any provision hereof. Except as provided in section 3 hereof, a provision may be added hereto or a provision hereof may be altered or varied only by a writing signed by an authorized officer of Lessor. Waiver by Lessor of any provision hereof in one instance shall not constitute a waiver as to any other instance.

**GUARANTORS SIGN HERE:**

The undersigned, jointly and severally, hereby unconditionally guaranty and warrant the full and complete payment and performance of the above Equipment Lease Agreement in accordance with the terms thereof and any and all renewals, continuations, modifications, extensions, compromises, supplements and amendments thereof, without deduction by reason of set-off, defense or counterclaim. Notice of acceptance hereof and all notices of any kind to which we may be entitled is hereby waived. The liability of each of the undersigned is direct and unconditional and may be enforced without requiring Lessor to first resort to any other right, remedy or security and shall survive any repossession of Equipment, whether or not such constitutes an election of remedies against Lessee; nothing shall discharge or satisfy our liability hereunder except the full performance and payment of the above lease which has been read and is hereby ratified and confirmed.

**Mailed to Secured Party**

\_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 \_\_\_\_\_(Guarantor) \_\_\_\_\_(Guarantor)  
 \_\_\_\_\_(L.S.) \_\_\_\_\_(L.S.)  
 \_\_\_\_\_(Guarantor) \_\_\_\_\_(Guarantor)

STATE OF MARYLAND

FINANCING STATEMENT FORM UCC-1

Identifying File No. 203380

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$ N/A

If this statement is to be recorded in land records check here.

This financing statement Dated August 5, 1986 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name John W. Ritter Trucking, Inc.

Address 8319 Md. Rt. 3, Box 244 Millersville, MD 21108

2. SECURED PARTY

Name Beltway International Trucks, Inc.

Address 1800 Sulphur Spring Rd. Baltimore, MD 21227

Credit Alliance Corporation P. O. Box 1680 Glen Burnie, MD 21061

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

"All machinery, inventory, equipment and goods as described in attached entire Agreement &/or in any Schedule prepared in connection therewith. This UCC form together with the attached Security Agreement &/or Schedule are being submitted for filing herewith as a financing statement."

ASSIGNEE OF THE SECURED PARTY:

Credit Alliance Corporation  
P. O. Box 1680  
500 DiGiulian Blvd.  
Glen Burnie, MD 21061

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

John W. Ritter Trucking, Inc.

[Signature]  
(Signature of Debtor)

John W. Ritter Pres.  
Type or Print Above Name on Above Line

\_\_\_\_\_  
(Signature of Debtor)

\_\_\_\_\_  
Type or Print Above Signature on Above Line

Beltway International Trucks, Inc.

[Signature]  
(Signature of Secured Party)

James L. Jenoele Secty/Tres  
Type or Print Above Signature on Above Line



1986 AUG 20 PM 4:16

HOSKINS

ASSIGNMENT

BOOK 501 PAGE 596

FOR VALUE RECEIVED, we hereby sell, assign and transfer to Credit Alliance Corporation and/or Leasing Service Corporation (each herein called "CREDIT"), its successors and assigns, WITHOUT RECOURSE, except for breach of any agreement and/or warranty hereinafter set forth, the annexed conditional sale contract and/or lease and/or chattel mortgage (herein called "contract") dated August 5, 1986

between Beltway International Trucks, Inc. as Seller/Lessor/Mortgagee

and John W. Ritter, Inc., 6319 Md.Rt.3, Box 244, Millersville, Md. 21108

as Buyer/Lessee/Mortgagor (herein called "Obligor"), together with the sums payable thereunder and all our right, title and interest in and to the property therein described (the "Property"), and all notes, contracts of guaranty or surety, and collateral of any kind or nature which we have pertaining thereto, and all rights, remedies and powers relating thereto, with good right in CREDIT to collect and discharge the same.

We represent, warrant and agree as to said contract: We have good title thereto and to the Property and good right to sell, lease and transfer the same; it is a valid obligation arising out of a bona fide installment sale or lease or mortgage of the Property to Obligor in the ordinary course of business; it contains or describes the entire agreement and all instruments made or given in connection with such sale, lease, loan or mortgage; no representations, warranties or inducements not contained in the contract have been made or given; it reserves a valid, free and clear, title to or creates a first security interest and/or first lien upon the Property; it and the Property are free of any liens, claims, encumbrances, defenses, offsets and counterclaims, real or claimed; all data furnished to CREDIT and all statements made and unpaid balances shown in the contract are and will be true and correct, and the signatures thereon are the genuine signatures of persons having capacity to so contract; it is and will be enforceable against all parties thereto in accordance with its terms; we have complied, and it complies, with all applicable Federal, State and Municipal laws, rules or regulations having the force of law regarding conditional sale contracts, security agreements, leases, loans, chattel mortgages and installment paper; it has been properly and timely filed or recorded; the Property has been delivered, accepted, installed, and insured and we will fulfill our obligations to Obligor with respect thereto; and there is still unpaid and owing thereon the sum total of the unmatured installments stipulated in and evidenced by the contract. We further represent, warrant and agree that CREDIT has a valid and enforceable first security interest and/or first lien on the Property and we subordinate to CREDIT all liens and/or encumbrances (statutory and/or otherwise) which we may acquire and/or assert against the Property; that CREDIT may in our name endorse any notes and/or any other obligations given in connection with the contract and all remittances received; and we give express permission to CREDIT to release, by operation of law or otherwise, and/or to compromise or adjust any and all rights against and grant extensions of time of payment to Obligor or any other persons obligated on the contract and/or notes, and to substitute debtors, without notice to us and without affecting our obligations hereunder. The warranties, representations and agreements contained in the most recent agreement, if any, between us and CREDIT applicable to the purchase of paper (as defined therein) are incorporated herein by reference and are deemed repeated by us to induce CREDIT to accept this assignment. We hereby waive notice of acceptance hereof, presentment for payment, demand, notice of protest and dishonor, notice of default or non-payment and notices of every kind and nature with respect to the contract and any notes and/or any other obligations given in connection therewith.

We represent and warrant that as at the day of the execution hereof the unpaid balance of the contract assigned hereby is

\$ 35,862.12 IN WITNESS WHEREOF, we have hereunto set our hand and seal this 5th day of August, 1986

**Beltway International Trucks, Inc.** (SEAL)  
(Seller/Lessor/Mortgagee)

By James J. Jernette

(If corporation, print or type exact corporate name, have authorized officer sign, stating his title, and attach corporate seal. If partnership, print or type exact firm name and have one or more partners sign.)

CONDITIONAL SALE CONTRACT NOTE

TO: Beltway International Trucks, Inc. FROM: John W. Ritter Trucking, Inc.  
("Seller") ("Buyer")  
1800 Sulphur Spring Rd. Baltimore, MD 21227 8319 Md. Rt. 3, Box 244 Millersville, MD  
(Address of Seller) (Address of Buyer) 21108

The undersigned ("Buyer") hereby purchases from Seller the property described below (the "property") as-is, on the following terms and conditions:

Description of Property Purchased (Include make, year, model identification, model and serial numbers or marks):  
One (1) 1986 International Harvester  
Model F1954 Cab & Chassis W/20'  
Aluminum Van Body, S/N  
1HTLDDBN6GHA61159

(1) TIME SALES PRICE ..... \$ 41,962.12  
(2) Less DOWN PAYMENT IN CASH ..... \$ -0-  
(3) Less DOWN PAYMENT IN GOODS (Trade-in Allowance) \$ 6,100.00  
(4) CONTRACT PRICE (Time Balance) ..... \$ 35,862.12

The property purchased shall remain personalty and not become part of any realty and shall be located and kept for use at: 8319 Md. RT 3, Box 244 Millersville, MD 21108

Record Owner of Real Estate: \_\_\_\_\_

Buyer, jointly and severally if more than one, hereby agrees and promises to pay to the order of Seller or any assignee or endorsee (hereinafter collectively called "Holder") hereof at the office of Credit Alliance Corporation in New York, New York or at such other place as the Holder hereof may from time to time appoint, the sum of Thirty five thousand eight hundred sixty two and 12/100\*\*\*\*\*  
\*\*\*\*\*Dollars (\$ 35,862.12 )

being the above indicated Contract Price (hereinafter called the "time balance") in 36 successive monthly installments, commencing on the 5th day of September, 1986, and continuing on the same date each month thereafter until paid; the first 35 installments each being in the amount of \$ 996.17 and the final installment being in the amount of \$ 996.17

with interest from date hereof on the unpaid amount of said time balance being payable monthly to the Holder until maturity at the rate of -0- % per annum and after maturity at the highest lawful contract rate plus all collection, late and other charges and if placed in the hands of an attorney for collection, a reasonable sum (20%) as attorneys' fees. The makers, endorsers and all parties to this contract note hereby waive presentment for payment, demand, protest, notice of protest and notice of dishonor hereof, and further hereby waive all benefits of valuation, appraisal and exemption laws. Holder may extend the time of payment hereof, postpone the enforcement hereof, grant any other indulgence and add or release any party primarily or secondarily liable hereon without affecting or diminishing the Holder's right of recourse against the makers, endorsers and all parties hereto, which right is hereby expressly reserved.

Title to the property is to remain in Holder until the time balance and any and all other sums owing by Buyer to Holder or any judgment therefor are fully paid and all the terms, conditions and agreements herein contained shall have been fulfilled. Injury to or loss or destruction of the property, from whatever cause, shall not release Buyer from payment as provided herein. Buyer acknowledges that before the execution of this contract Seller quoted to Buyer both a cash price and a time price for the property and offered to sell same to Buyer for either of such prices. Buyer agrees: at Buyer's own expense to keep the property in good order and repair; not to misuse, abuse or illegally use the property; to be responsible for all loss or damage to the property from any cause whatsoever; to immediately notify Holder of any change in Buyer's residence; not to create or suffer any liens or adverse claims of any kind against the property, nor permit nor suffer it to come into the possession of any other person, nor sell nor remove it nor suffer its removal from the place of its location shown above without prior written consent from Holder; not to remove nor permit to be removed any equipment or accessories now or hereafter placed upon the property; to keep the property insured, at Buyer's expense, against loss or damage by fire, theft, collision (if appropriate) and such risks as are customary, in amount, form, coverage and insurer satisfactory to Holder, with loss payable to Holder as its interest may appear, such policies to be delivered to Holder; and if Buyer fails to so insure, Holder shall have the right to do so at Buyer's expense. Buyer hereby irrevocably appoints Holder as Buyer's attorney-in-fact to make claim for, reserve payment of and execute and endorse all documents, checks or drafts received in payment of loss or damage under any insurance. Buyer acknowledges that no warranties, representations nor agreements not expressed herein have been made by Holder. Buyer further acknowledges notice of Seller's intended assignment/endorsement of this contract note, and upon such assignment/endorsement, Buyer agrees not to assert against any assignee/endorsee hereof any defense, setoff, recoupment claim or counterclaim which Buyer may have against Seller, whether arising hereunder or otherwise. In any jurisdiction where the Uniform Commercial Code is in effect Buyer grants to Holder a security interest in the property and any and all inventory, goods, equipment, machinery, fixtures and assets of any and every kind, wherever located now or hereafter belonging to Buyer or in which Buyer has any interest (all hereinafter collectively called "collateral") and agrees that said security interest secures any and all obligations of Buyer at any time owing to Holder, now existing and/or hereafter incurred. Buyer shall not assign this contract without the prior written consent of Holder.

Time is of the essence of this contract note. If Buyer fails to pay any amount when due, or defaults in the prompt and faithful performance of any of the terms and conditions hereof or any other agreement with Holder, or becomes insolvent, or changes its management, operations, ownership of its stock or control, or if bankruptcy, receivership or other insolvency proceeding is instituted by or against Buyer, or if Holder shall at any time deem

TERMS AND CONDITIONS HEREOF CONTINUED ON REVERSE SIDE

BUYER ACKNOWLEDGES RECEIPT OF A SIGNED, TRUE AND EXACT EXECUTED COPY OF THIS CONTRACT NOTE.

BUYER(S)-MAKERS(S):

Date: August 5, 1986

Accepted Beltway International Trucks, Inc. (SEAL)  
(Print Name of Seller Here)

John W. Ritter Trucking, Inc. (SEAL)  
(Print Name of Buyer-Maker Here)

By: James L. Jamelle  
(Witness as to Buyer's and Co-Maker's Signature)

By: [Signature]  
Co-Buyer-Maker: \_\_\_\_\_ (SEAL)  
(Print Name of Co-Buyer-Maker Here)

\_\_\_\_\_  
(Witness as to Buyer's and Co-Maker's Signature)

By: \_\_\_\_\_

This instrument prepared by \_\_\_\_\_



BOOK 501 PAGE 599

STATE OF MARYLAND

EXHIBIT B

FINANCING STATEMENT FORM UCC-1

Identifying File 203351

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here. \$1423.50

If this statement is to be recorded in land records check here.

This financing statement Dated \_\_\_\_\_ is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name HALL, KEITH D.  
Address 127 PATUXENT MOBILE ESTATES LOTHIAN MD 20711

RECORD FEE 11.00  
RECORD TAX 10.50  
POSTAGE 1.00  
TOTAL 22.50  
AUG 20 1986

2. SECURED PARTY

Name SMITH, LAWRENCE A.  
Address 8900 ROBIN PLACE  
LAUREL MD. 20708

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

Assignee(s) of Secured Party and Address(es)

Mechanics' Acceptance Corp.  
165 Northwest Avenue  
Tallmadge, Ohio 44278

All tools, equipment and accessory items now owned by Debtor for use in Debtor's trade or business together with any and all similar tools, equipment and accessory items hereafter acquired.

CHECK  THE LINES WHICH APPLY

5.  (If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Keith D. Hall  
(Signature of Debtor)

KEITH D. HALL  
Type or Print Above Name on Above Line

Keith D. Hall  
(Signature of Debtor)

KEITH D. HALL  
Type or Print Above Signature on Above Line

\_\_\_\_\_  
(Signature of Secured Party)  
LAWRENCE A. SMITH  
Type or Print Above Signature on Above Line

Mailed to Assignee

1150  
1050

CLERK

1986 AUG 20 PM 4:16  
E. AUBREY COLLISON  
CLERK

FINANCING STATEMENT FORM UCC-1

Identifying File No. \_\_\_\_\_

ALL INFORMATION MUST BE TYPEWRITTEN OR PRINTED IN INK. SIGNATURES MUST BE IN INK

If transaction or transactions wholly or partially subject to recordation tax indicate amount of taxable debt here \$ \_\_\_\_\_

If this statement is to be recorded in land records check here.

This financing statement Dated 7/30/86 is presented to a filing officer for filing pursuant to the Uniform Commercial Code.

1. DEBTOR

Name Richard Yaffe  
Address 1153 ANNAPOLIS RD., ODENTON, MD 21113

2. SECURED PARTY

Name Varityper  
Address 11 MT. PLEASANT AVE., EAST HANOVER, NJ 07936

Person And Address To Whom Statement Is To Be Returned If Different From Above.

3. Maturity date of obligation (if any) \_\_\_\_\_

4. This financing statement covers the following types (or items) of property: (list)

- 1-6818 DIGITAL WORKSTATION
- 1-6810 DIGITAL TYPESETTER
- 1-766 PROCESSOR

RECORD FEE 11.00  
 POSTAGE .50  
 #21111 0771 001 715431

1986 AUG 20 PM 4:16  
 COLLISION  
 CLERK

"NOT SUBJECT TO RECORDATION TAX"



AUG 20 86

CHECK  THE LINES WHICH APPLY

(If collateral is crops) The above described crops are growing or are to be grown on: (describe real estate)

(If collateral is goods which are or are to become fixtures) The above described goods are affixed or to be affixed to: (describe real estate)

(Proceeds of collateral are also covered)

(Products of collateral are also covered)

Richard Yaffe  
(Signature of Debtor)

X RICHARD YAFFE  
Type or Print Above Signature on Above Line

(Signature of Debtor)

Type or Print Above Signature on Above Line

Gail Zuckerman  
(Signature of Secured Party)

GAIL ZUCKERMAN, VARITYPER ACCT. REP.  
Type or Print Above Name on Above Line

Mailed to Secured Party

1150

**END  
LIBER**